

Regular Meeting of the Board of Trustees - August 9

August 9, 2022

- 1. Opening of Meeting**
- 2. Executive Session 6PM**
- 3. Pledge of Allegiance 7PM**
- 4. Meditation (Moment of Silence)**
- 5. Approval of Minutes**
- 6. Presentations**
 - a. Presentation by Chief Denney Introducing and Swearing-In Newly Hired Police Officer
- 7. Citizens Address**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**

Public Safety

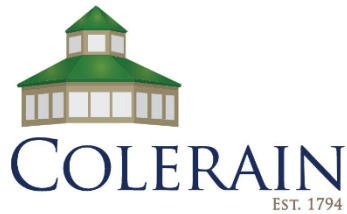
- a. Motion to Issue Request for Qualifications for Construction Management for Fire Station 26 and 102
- b. Resolution Declaring Nuisance and Ordering Abatement
- c. Resolution Declaring a Junk Motor Vehicle
- d. Resolution Declaring a Junk Motor Vehicle
- e. Motion to Authorize the Township Administrator to Execute a Purchase Agreement with Peel9 for Records Management and Analytics System for \$86,000

Public Services

- a. Resolution for Disposal By Sale Of Equipment And Vehicles Which Are Obsolete, Unfit, Or Unneeded For Public Use
- b. Motion to Approve Thermoplastic and Line Stripping of Various Streets with A&A Safety for \$37,448.48
- c. Motion Authorizing Township Administrator to Enter into Agreement with Human Nature for Fort Colerain Phase III for \$39,485
- d. Motion to Authorize Township Administrator to Enter into Agreement with Soiree Taste Create Celebrate for Rental of Concession Stand at Colerain Park

Development

- a. Motion Authorizing Township Administrator to Enter into Agreement with KZF for Zoning Resolution Amendment for \$92,000



Administration

- a. Discussion - 2023 Strategic Plan Goals
- b. Motion to Issue Request for Proposals for Cleaning Services - 4160, 4200, and 4300 Springdale
- c. Resolution Authorizing the Amendment of Appropriations
- d. Resolution Creating Opioid Settlement Fund

- 11. **Old Business**
- 12. **Consent Items**
- 13. **Fiscal Office Report**
- 14. **Executive Session** – if needed
- 15. **Adjournment**

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 Officer
No action is requested of the Board.

Rationale:

Chief Denney will swear-in Police Officer Cody Lee

PUBLIC SAFETY

Department: Administration

Department Director: Allen Walls, Fire Chief

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

Motion to Issue Request for Qualifications for Construction Management for Fire Station 26 and 102
Recommend ADOPTION of the Motion.

Rationale:

This is the first step in a two-step process to identify and select a Construction Manager for the construction of a new fire Station 26 and Station 102. Firms will be able to respond to this RFQ and then the Township will select three firms to move forward into an RFP process. Ultimately, at the end of that process, a contract will be entered into with a Construction Manager at Risk (CMAR) for the project. Over the following months, the CMAR will work with the design team (Emersion Design) to develop a guaranteed maximum price for the construction of these stations. The goal is to break ground on both stations in the Spring of 2023.



REQUEST FOR QUALIFICATIONS

**CONSTRUCTION MANAGEMENT
SERVICES for FIRE STATIONS 26 & 102
for
Colerain Township, Hamilton County, OH**

Release Date: 08/10/2022
Response Deadline: 09/09/2022

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES
FOR FIRE STATION 26 & 102**

NOTICE TO RESPONDENTS

Colerain Township, Ohio, as Owner, is soliciting qualifications from firms interested in providing Construction Services, using the Construction Manager at Risk (CMAR) construction delivery method for the Construction of the Fire Station 26 and Fire Station 102. Responses to this Request for Qualifications (“RFQ”) will be used to identify three General Contracting firms most-qualified to provide the above-mentioned services. Responses to the RFQ will be used to identify the proposal delivering the best value to Owner.

All respondents to this RFQ are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully. Colerain Township reserves the right to reject any or all Qualifications. The Township Fire Department is a career department, staffed 24-7-365, and has three (3) 24-hour shifts. Responses to the scope of services will be accepted until 12 p.m. on September 9, 2022.

All clarifying questions for this proposal should be directed to Geoff Milz, Township Administrator, via email at gmilz@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 12:00 p.m., September 9, 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.

PROJECT LOCATIONS

Fire Station 26:

TBD

Colerain Twp, Ohio 45239

Hamilton County, Ohio

Fire Station 102:

TBD

Colerain Twp, Ohio 45251

Hamilton County, Ohio

PROJECT DESCRIPTION

Construction Manager shall be responsible for the project oversight, cost estimating, cost controls, coordination, scheduling, bidding, and management of all trade contracts for the complete construction of the following facilities:

- A. New Fire Station 26:** A new approximately 15,000 sq. ft. fire station will be constructed on the one of three sites still to be determined by the Township. Final site selection will be made prior to the CM selection. The station will include four (4) drive-thru vehicle bays that are two vehicles deep, office

areas, living quarters, meeting space, storage, and all associated site work. Building work shall include concrete foundations, floor, and aprons; reinforced c.m.u. walls; brick and/or metal panel veneer and cast stone details; doors and windows; standing seam metal roofing on structural steel and bar-joist framing; interior partitions, finishes and equipment, mechanical, electrical, plumbing, alarm, and fire protection systems. Site work shall include excavations and trenching, grading, installation of utilities, access drives, parking, site lighting, accessory structures, landscaping and seeding.

- B. New Fire Station 102:** A new approximately 12,000 sq. ft. fire station will be constructed along Generation Drive in Colerain Township. The station will include four (4) drive-thru vehicle bays that are two vehicles deep, office areas, living quarters, meeting space, storage, and all associated site work. Building work shall include concrete foundations, floor, and aprons; reinforced c.m.u. walls; brick and/or metal panel veneer and cast stone details; doors and windows; standing seam metal roofing on structural steel and bar-joist framing; interior partitions, finishes and equipment, mechanical, electrical, plumbing, alarm, and fire protection systems. Site work shall include excavations and trenching, grading, installation of utilities, access drives, parking, site lighting, accessory structures, landscaping and seeding.

The new stations will need to accommodate / include the following:

- The new facility will require compliance with ADA/ABA accessibility standards.
- The new facility will require design strategies to mitigate harmful contaminants/materials from entering the general living quarters and provide appropriate spaces for decontamination procedures.
- Decontamination and storage areas to include residential and commercial laundries, small workbench area, turnout gear storage up to 36 sets, hose racks and hose dryer, deep sink and janitorial supplies storage.
- Energy efficiency: the proposed building should have a Site Energy Use Intensity (EUI) of 35 with a stretch goal of 25 or less.
- Enough parking to support shift change.
- Entry way with public restrooms.
- General living quarters that include, at minimum, a day room (with space for recliners), kitchen, and central dining.
- Training room and/or conference room that accommodates a minimum of fifteen (15) in a classroom setting.
- Staff office(s) and a Watch/Reports room.
- Individual bunk rooms and restroom/showers to accommodate up to twelve (12) at Station 26 and eight (8) at Station 102 personnel.
- A physical fitness room suitable for at least six (6) users at the same time.

Special emphasis will be placed on firefighter mental health through enhanced access to daylight and natural site features.

As a high-performance building, the facility will be seen as a demonstration project for community resiliency and environmental stewardship.

TYPE OF CONSTRUCTION

In the course of the design, the Owner anticipates the selected Design Firm will provide two basic design options for each facility. In conjunction with the Design Firm, the CMAR, will also provide a value analysis for each of these options as part of preconstruction services. These options should include an evaluation of immediate construction costs, construction timeline, as well as long-term maintenance and

operational costs, based on the type of construction. The Design Firm / CMAR will present these options to the Owner and its partners along with the Design Firm / CMAR's preferred/recommended option. The Owner and its partners will make the final selection before the Design Firm will move forward with the final design of the facility.

PROJECT REQUIREMENTS:

The construction manager shall be required to:

1. Attend all related project meetings and public presentations.
2. Review the design drawings and construction documents and provide constructability reviews.
3. Review soils analysis to become familiar with current conditions and the adequacy of the site for construction of the proposed facility.
4. Prepare construction schedule and cost estimates and present them to Colerain Township.
5. Upon approval of the construction cost estimate and schedule, coordinate value engineering and assist in development of final contract documents and program specifications for all architectural and engineering.
6. Submit final approved documents for site and building permit approval.
7. Coordinate any revisions required for site and building permit approval.
8. Conduct and review the contractor bid process, to include pre-bid meetings.
9. Answer questions of contractors, and prepare any addenda to contract documents, during the bidding period.
10. Evaluate bids received and contractor bonding criteria, and contract negotiations.
11. Provide construction administration and inspection including full-time on-site representation during construction activity, and the facilities required for on-site, field presence during the construction phase.
12. Assist the owner in coordinating move in and furniture set-up.
13. Manage waste dumpsters and portable toilet facilities.
14. Manage the review of change orders, shop drawings, payment approval requests, etc.
15. The professional services for this project shall be under the Standard AIA A133 – 2019 Agreement, and Supplemental Conditions as agreed between the Service Provider and Colerain Township.

PROJECT SCHEDULE

The Owner has executed the contract for design services, with the selected emersion DESIGN, LLC. The Owner will select a general contractor who will participate in the design process and construct the fire station, using the Construction Management at Risk (CMAR) process. The Owner anticipates execution of the CMAR contract, with the selected General Contractor, no later than November 8, 2022.

It is expected that the design will be at a point where the CMAR will submit a Guaranteed Maximum Price (GMP) proposal for the construction of the Sites by March 29, 2023 and the Facilities by June 30, 2023. If Owner accepts the GMP, Owner anticipates execution of the contract for a construction start as early as March 1, 2023. The target date for substantial completion of both Facilities is December 19, 2024.

PROJECT BUDGET

The total maximum budget for both facilities design services, construction, and additional Township soft costs is \$9,600,000, and Davis Bacon Prevailing Wage Rates will apply to this project.

OWNER PROJECT TEAM

The General Contractor will hold contracts with Colerain Township, Ohio. Contract approval will be required by the Colerain Township Board of Trustees. All firms shall communicate directly with Geoff Milz, Township Administrator for Colerain Township, throughout the RFQ process. The project team includes the Owner, selected Design Firm, the CMAR, and other partners.

TIMELINE

- | | |
|---|--|
| 1. Township Trustees RFQ Approval: | August 9, 2022 |
| 2. RFQ Release: | August 10, 2022 |
| 3. Mandatory pre-bid meeting: | August 22, 2022: 10am: 4200 Springdale Rd |
| 4. Deadline for written question submissions: | August 26, 2022: 4pm |
| 5. Owner issues responses via RFQ addendum: | September 2, 2022 |
| 6. RFQ Submission Deadline: | September 9, 2022, 12:00 p.m. (local time) |
| 7. Release of RFP to three finalist: | September 27, 2022 |
| 8. Deadline for written question submissions: | October 7, 2022: 4pm |
| 9. Owner issues responses via RFP addendum: | October 14, 2022 |
| 10. RFP Submission Deadline: | October 21, 2022, 12:00 p.m. (local time) |
| 11. Interview of three finalists: | Week of October 24, 2022 |
| 12. Projected Township approval: | November 8, 2022 |
| 13. Projected Contract Commencement: | November 9, 2022 |

The Township will not be responsible for proposals that are received after the 12:00 p.m. deadline on September 9, 2022.

SELECTION AND AWARD OF GENERAL CONTRACTOR CONTRACT

The Owner's team will identify three "Finalists" from the RFQ process that will continue with the procurement process. The finalists will be determined by the Owner's Evaluation Committee.

Criteria for evaluation of Design/Build Qualifications:

General Contractor competence to perform required services and in terms of experience, workload, and availability	40 Points
Past Performance/Similar Project Experience with Fire Stations, High Performance, and Healthy Buildings	25 Points
Project Approach	25 Points
Ability to Follow RFQ Directions	5 Points
Meeting requirements for bonding capacity	5 Points

Total: 100 Points

The Colerain Township Trustees must still approve a vendor before the process is completed. The Trustees reserve the right to reject any and all responses to the scope of services.

NOTIFICATION

The three Finalist will receive written notification on or about September 22, 2022 from the Owner that they have been selected to proceed with the Request for Proposal (RFP), which they then will be sent on September 22, 2022.

Following the submission of the RFQ, each Respondent is responsible for promptly notifying the Owner of any changes in the information in its submitted response throughout the selection process. Failure to inform the Owner within 24-hours of the occurrence of a change may result in the removal from consideration for the project.

Any changes to the responding entity after it has submitted its qualifications may result in removal from consideration for the Project. Any additions, deletions, or substitutions to Respondent's team after it has submitted its qualifications, will require a showing of good cause and must be clearly identified in written notice to Owner.

INSTRUCTIONS FOR PREPARING GENERAL CONTRACTOR STATEMENT OF QUALIFICATIONS

1. Prepare and submit six (6) original printed sets of the Statement of Qualifications, as described herein.
2. Submit one (1) electronic copy on a flash drive.
3. Each submittal shall be identical and include a transmittal letter.
4. Submittals must be printed on standard (8.5"x11" or folded 11"x17") paper.
5. The pages of the Qualifications must be numbered.
6. A Table of Contents, with corresponding tabs, must be included to identify each section.
7. Each response to this RFQ shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities.
8. Emphasis must be on completeness, relevance, and clarity of content.

STATEMENT OF QUALIFICATIONS

Statement of Qualifications must be categorized and numbered as outlined below, and responsive to all requested information.

- 1) Cover Letter
- 2) General Contractor Experience and qualifications.
 - a) Demonstrate compliance with ALL required qualifications based upon criteria provided under “SELECTION AND AWARD OF GENERAL CONTRACTOR CONTRACT”.
 - b) Project Team Organizational Chart: Present an organizational chart that depicts the structure of the management hierarchy of the General Contracting firm, as well as the role of each individual proposed.
 - i) Include key team member resumes
 - c) Provide a list of a completed within the last eight-years of similar type, scope and budget.
 - i) If any of the proposed team members participated; describe their roles.
 - ii) Provide references with email and telephone contact information for:
 - a. Owner
 - b. Local Building Official
 - iii) Provide project details (include photo)
 - a. Building area
 - b. Height
 - c. Location
 - d. Number of stories / bays
 - e. Materials
 - f. Original construction budget vs. actual construction costs
 - g. Original construction schedule vs. actual
 - d) Provide a current project list through December 2024.
 - e) Provide a statement of experience with Colerain Township:
 - i) The respondent’s team should provide any past experience interfacing with the Owner and all related departments of local government that have a role in the project’s successful outcome.
 - ii) Experience, competency, capability, and capacity to complete a project of similar size, scope, and complexity as described in the Project Description outlined in this RFQ, using the CMAR process.
 - iii) Experience and training of key personnel to competently manage and complete the construction of the project.
 - iv) Capacity to obtain all required payment and performance bonding, and liability insurance.
 - f) Provide:
 - i) All open and unresolved litigation and disputes history.
 - ii) Information concerning the debarment, disqualification, or removal of the General Contractor or a team member from a federal, state, or local government public works project.
 - iii) Information concerning the bankruptcy or receivership of the General Contractor.
 - iv) The United States Occupational Safety and Health Administration total recordable case incident rate (TCIR), and days away, restricted or transferred case incident rate (DART) for

the General Contractor, and the average United States Occupational Safety and Health Administration TCIR and DART rates for the industrial classification of the General Contractor.

- v) Information regarding any prior serious, repeat, willful, or criminal violation of the Federal Occupational Safety and Health Act of 1970 and any equivalent violation under a state plan authorized under Section 18 of the federal act that has become a final order.

- g) Describe experience using the Construction Manager at Risk form of construction delivery.

3) Project Approach

- a) Detail how the team will manage the process and project to ensure budget and schedule compliance.
 - i) Include an approach statement addressing managerial resources and management plan for this project.
 - ii) Detail the team's quality assurance and quality control process.
 - iii) Detail the team's dispute resolution process.

DELIVERABLES

Six (6) original sets and electronic copy must be sealed in an opaque envelope or box and the words "Construction Management Services for Colerain Township's Fire Station 26 and 102 RFQ Response" must be clearly indicated on the outside of all of the envelopes and/or boxes.

Qualifications must be physically received by the Owner prior to the deadline indicated in the Schedule of RFQ Events at the exact address below. No email or facsimile submissions will be accepted.

Colerain Township

4200 Springdale Road
Colerain Twp, Ohio 45251
Attn: Geoff Milz, Township Administrator

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals "proprietary" or "confidential", or any other Designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the submitted documents will remain confidential until final award.

The Owner intends to procure a General Contractor for this project. The Owner reserves the right to:

- 1) Terminate this process at any point without cause.
- 2) Reject any and all submittals, and/or to not proceed with an RFP or Contract award.
- 3) Waive irregularities in the RFQ responses, in the Owner's sole discretion.

SUBMISSION OF QUESTION AND REQUESTS FOR CLARIFICATIONS

Questions about any aspect of this RFQ, or the project, shall be submitted in writing to: Geoff Milz, Township Administrator, e-mail: gmilz@colerain.org; the deadlines for submission of questions relating to the RFQ are indicated in the Schedule of RFQ Events.

The Owner reserves the right to request clarification or additional information from any Respondent. Specific questions may be addressed to any Respondent and the Owner's Evaluation Committee may consider further elaboration by the Respondent of any information previously submitted.

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 Qualifications is entirely voluntary. The Request for Qualifications 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 Qualifications 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. The Township also reserves the right to divide the work between two firms for independent work on each fire station if workload issues are present.

Attachment: Evaluation Form
 Sample AIA 133-2019 Contract

COLERAIN TOWNSHIP

FIRE STATIONS 26 & 102

Construction Management Co. _____

Name of Evaluator _____

Criteria	Rating		Weight**		Score
1. Firm & Individual Qualifications - Firm's no. of years in business - Firm's background & experience on similar projects - Experience of firm's current personnel on similar projects - Qualifications of personnel assigned to this project		x x x x	(10) (15) (20) (20)	= = = =	
2. Cost Estimating Accuracy		X	(25)	=	
3. Capacity to Perform Work - Availability to meet schedule - Firm's equipment & facilities		x x	(20) (10)	= =	
4. References - Quality of Construction - Ability to Control Budget - Meeting schedules & deadlines - Controlling costs/meeting budgets - Communication/cooperation		X X X X X	(20) (20) (20) (25) (20)	= = = = =	
5. Overall Past Performance for this or other Public Authorities		X	(15)	=	
		Total Score		=	

0-5 = Poor, 6-10 = Average, 11-15 = Excellent, 16-20 = Superior



AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

and the Construction Manager:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

The Architect:
(Name, legal status, address, and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the

cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within _____ (____) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid _____ (____) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

_____ % _____

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed _____ percent (_____ %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8,

shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than _____ (____) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

_____ % _____

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the

Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than _____ (\$ ____) for each occurrence and _____ (\$ ____) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than _____ (\$ ____) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than _____ (\$ ____) each accident, _____ (\$ ____) each employee, and _____ (\$ ____) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than _____ (\$ ____) per claim and _____ (\$ ____) in the aggregate

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .6 Other Exhibits:
(Check all boxes that apply.)
 - ☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Init.

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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:

7598 Boleyn	510-0083-0197-00
7079 Colerain	510-0070-0016-00
2968 Compton	510-0054-0145-00
9830 Crusader	510-0041-0101-00
8371 Jackies	510-0061-0024-00
6620 July	510-0081-0246-00
8799 Livingston	510-0201-0026-00
9834 Loralinda	510-0041-0019-00
9178 Oranewood	510-0053-0092-00
7639 Pippin	510-0072-0014-00
2907 Sheldon	510-0071-0137-00
10114 Spirit Oak	510-0182-0129-00
2548 Willowspring	510-0012-0126-00

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 9th day of August 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

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>
7598 Boleyn	510-0083-0197-00
7079 Colerain	510-0070-0016-00
2968 Compton	510-0054-0145-00
9830 Crusader	510-0041-0101-00
8371 Jackies	510-0061-0024-00
6620 July	510-0081-0246-00
8799 Livingston	510-0201-0026-00
9834 Loralinda	510-0041-0019-00
9178 Orangewood	510-0053-0092-00
7639 Pippin	510-0072-0014-00
2907 Sheldon	510-0071-0137-00
10114 Spirit Oak	510-0182-0129-00
2548 Willowspring	510-0012-0126-00

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

ADOPTED this 9th day of August 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 9th day of August 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Declaring a Junk Motor Vehicle
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

2302 W. Galbraith Rd.

1. Silver, Pontiac, G6, 2007, JNJ-9714 OH
2. Gray, Buick, Terraza, 2006, NO PLATES
3. Chrysler, Town & Country, 2006, N357347 OH
4. Black, Chevy, Prizm, 1997, NO PLATES

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:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-22

RESOLUTION DECLARING VEHICLE LOCATED AT 2302 W. Galbraith Rd.,
Cincinnati, OH 45239 – Parcel ID 510-0063-0363-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **2302 W. Galbraith Rd., Cincinnati, OH 45239 – Parcel ID 510-0063-0363-00**

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

1. The Board declares the junk motor vehicle located at **2302 W. Galbraith Rd., Cincinnati, OH 45239 – Parcel ID 510-0063-0363-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **Silver, Pontiac, G6, 2007, JNJ-9714 OH**
 - B. **Gray, Buick, Terraza, 2006, NO PLATES**
 - C. **Chrysler, Town & Country, 2006, N357347 OH**
 - D. **Black, Chevy, Prizm, 1997, NO PLATES**
2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. 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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. 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.
8. This resolution shall take effect at the earliest period 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: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, 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 A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

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

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Declaring a Junk Motor Vehicle
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

9488 Pippin Rd.

1. Silver, Honda, Accord, JEL-2725 OH
2. Light Blue, GMC, pick-up, HMT-1952 OH
3. Black, Ford, Explorer Truck, DQM-6972 OH
4. Blue, Chevy, Camaro, GYR-2303 OH
5. GMC, Sierra, HMT-1952 OH

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:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-22

**RESOLUTION DECLARING VEHICLE LOCATED AT 9488 Pippin Rd., Cincinnati, OH
45237 – Parcel ID 510-0051-0386-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21**

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **9488 Pippin Rd., Cincinnati, OH 45237 – Parcel ID 510-0051-0386-00**

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

1. The Board declares the junk motor vehicle located at **9488 Pippin Rd., Cincinnati, OH 45237 – Parcel ID 510-0051-0386-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **Silver, Honda, Accord, JEL-2725 OH**
 - B. **Light Blue, GMC, pick-up, HMT-1952 OH**
 - C. **Black, Ford, Explorer Truck, DQM-6972 OH**
 - D. **Blue, Chevy, Camaro, GYR-2303 OH**
 - E. **GMC, Sierra, HMT-1952 OH**
2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its

intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. 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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. 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.
8. This resolution shall take effect at the earliest period 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: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, 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 A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

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

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

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

Motion to Authorize the Township Administrator to Execute a Purchase Agreement with Peel9 for Records Management and Analytics System for \$86,000

Recommend ADOPTION of the Motion.

Rationale:

Peel9 is a Report Management System, which is supported by the University of Cincinnati Innovation Hub. Their goal was to provide a comprehensive, user-friendly RMS that provides more services to a department than that of just maintaining records. Their RMS will provide modules that will allow us to track criminal activity in real time, with the ability to analyze and visualize patterns and trends. These patterns and trends will allow our department to provide data-driven policing efforts for the community.

3 Year agreement -

Year 1 - Setup/onboarding fee + user fees \$38,000

Year 2 - User fees \$24,000

Year 3 - User fees \$24,000



**Providing a Records Management and Analytics System
to the
Colerain Township, Ohio Police Department**

July 6, 2022

Please direct all correspondence regarding this proposal to:
Daniel W. Gerard, Director of Business Development,
c/o Peel9, 1775 Mentor Avenue, Suite 725
Cincinnati, OH 45212
dan.gerard@peel9.net
(513) 368-1064

Providing a Records Management and Analytics System to the Colerain Township, Ohio Police Department

INTRODUCTION

The Colerain Township, Ohio Police Department (CTPD) requests a comprehensive records management system to manage, analyze and share data across their agency. Peel9's proposed *Records Management and Data Analytics System* (RMS) offering does that. The proposed Peel9 RMS offers a high potential to improve outcomes for CTPD's operational and administrative functions by creating a shared data environment to improve overall agency efficiency and effectiveness.

If the proposed project is accepted, Peel9 will provide a comprehensive records management system, with integrated data visualization and analytics, to capture information that will advance evidence-based best practices across the entire CTPD.

To accomplish this, the Peel9 RMS solution will focus on 4 primary areas: 1) Records Management 2) Operational and Administrative Analytics, 3) Data Sharing, and 4) Call Management.

RECORDS MANAGEMENT

A records management system is "an agency-wide system that provides for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations. An RMS covers the entire life span of police agency records development—from the initial creation to its completion. An effective RMS allows a single entry of data, while supporting multiple reporting mechanisms." (*This definition is taken from both the Bureau of Justice Assistance's Standard Functional Specifications for Law Enforcement Records Management Systems and the International Association of Chiefs of Police /Department of Justice Community Oriented Policing Services Technology Technical Assistance Program's Records Management Systems documents.*)

"Records" are the information created, received, and maintained as evidence and information by an organization or person, in pursuance of legal obligations or in the transaction of business. The *International Council on Archives Committee on Electronic Records* defines a record as: "recorded information produced or received in the initiation, conduct or completion of an institutional or individual activity and that comprises content, context and structure sufficient to provide evidence of the activity." For the purpose of this document, records are limited to documents or electronic files directly related to law enforcement operations such as: offense reports, traffic crash reports, arrest reports, traffic citations, warrants, case management, field contacts/field interrogation reports, etc.

OPERATIONAL AND ADMINISTRATIVE ANALYTICS

Current law enforcement data management systems contain a multitude of free form text boxes. As a result, agency collected data is neither standardized nor searchable making data analytics difficult, especially at the operational level. There are often no formal agency data dissemination plans at the operational level. Converting data to operational applications is left to individual agency members or police commanders and their personal abilities to translate data into an actionable field strategy. Data often requires initial entry (either paper or electronic), then a duplicate entry into another system for electronic storage, and possibly a third entry when transmitted to another agency. This severely limits shared data connectivity, data sharing, data integration, data transfer, and data gap analysis identification.

Evidence-based” and “data-driven” are two phrases frequently used in modern criminal justice policy. In criminal justice, nearly all strategies considered to be evidence-based require an extensive analytical capability.

For example, in law enforcement, small area crime concentration policing and/or problem-oriented policing require extensive crime analysis capabilities to identify specific neighborhood crime attractors, while offender-based strategies require extensive criminal offender intelligence analysis and data sharing capabilities to link criminal offenders more easily with the various people and places they regularly interact with in order to develop their co-offending networks.

Many police agencies lack the capacity to analyze their own data due to being understaffed. For many entities, existing data analysis primarily consists of year-to-date statistical comparisons on specific items of importance to different individual stakeholder groups. Analytics processes and reporting are often not automated, resulting in historical data reporting, which limits effective real time use.

To maximize their effectiveness, law enforcement agencies should narrowly focus their actions on the few people, and places who pose the highest risks to public safety. Consistent law enforcement operational practices cannot be achieved without analysis to determine the primary locations and peak times that the targeted events are occurring. Analysis to determine hot spots and underlying criminal causative factors without follow up action to remove the criminal opportunity structure is time wasted.

DATA SHARING

Many police agencies utilize databases that only contain information compiled by their own organization. As a result, a crime series that affects several jurisdictions within a few miles of each other may go undetected because there is no collective awareness of a regional crime series

Agencies that share boundaries or agencies within a specified region should consider using a single, robust data system that allows information to be readily accessed by personnel from all participating agencies. Doing so will provide immediate return on investment in the form of improved efficiency and effectiveness for the agencies.

The ultimate goal of a collaborative data-driven project is to use data analytics and their findings to generate positive change and make agencies more efficient and effective. The Peel9 RMS solution will establish a firm foundation upon which CTPD will be able to share data, both internally and externally, and more easily implement data-driven, evidence-based decision making across their agency.

CALL MANAGEMENT

Call Management is a unique application, designed and developed by Peel9, that allows a law enforcement agency to handle their incoming phone calls in a manner that best suits the agency's service delivery requirements. Peel9's Call Management module provides an agency the freedom to decide which calls they want to handle and can direct personalized agency responses to the various callers. The incoming calls and subsequent agency action taken can be easily documented in the Peel9 RMS for both improved reporting and analysis.

ANTICIPATED OUTCOMES:

- Improved Colerain Township public safety
- Improved CTPD data connectivity, data integration, data transfer, and data gap analysis identification
- Improved CTPD collaboration and internal/external information sharing
- Clear visualization of CTPD repeat calls for service locations
- Creation of real or near-real time local data exchanges with other law enforcement Peel9 RMS users
- Increased CTPD capacity for actionable data-driven strategies
- Better informed CTPD funding decisions
- Additional internal and external resource leveraging
- Increased CTPD effectiveness, efficiency, and equity

DATA COLLECTION AND MIGRATION

The Peel9 team will be dependent on partnering with CTPD to provide ongoing and regular access to quality data for this work. CTPD may desire migration of their historical data. Migration of historical data is the process of moving data from one location to another, one format to another, or one application to another.

Data migration projects run more efficiently when segmented into increments. Source data can then be audited, mapped, tested, and transferred in staggered phases. Peel9 allows historical data uploads based on the Peel9 database schema. Peel9 only accepts digital historical data. Peel9 will provide data migration directly from select RMS providers. Any custom data uploads, requiring Peel9 database personnel, may be billed at \$150/hr.

Both newly created and migrated CTPD data will be housed on the Criminal Justice Information System (CJIS) compliant servers of the Amazon Web Services Government Cloud. This infrastructure provides back-up redundancy for disaster recovery and infinite storage, along with DDoS and anti-virus protections.

PEEL9 DELIVERABLES

Data Sharing	● Agency defined permissions for data sharing ● Tiered access levels within an agency ● Shareable Master Name Database ● Other criminal justice agency access (prosecutor, courts etc.) ● Auditing
Data Analytics	● User configurable dashboard ● Identify and Visualize repeat calls for service locations ● Link people and places ● On-going data optimizations
Call Management	● Manage incoming 321-COPS calls ● Determine needed agency response parameters
Training	● Centralized training ● Peel9 instructed Train-the-Trainer sessions ● On-going CTPD training as new system features implemented ● Knowledge base provided (electronic)
Data Hosting	● Amazon Web Services (CJIS compliant)

Support	● Integrated Help Desk ticketing process for non-critical system issues ● Email and phone support
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TERMS AND FEES

- A. TERM: Three (3) Year User Agreement beginning on October 1, 2022, with an option to renew this Agreement up to two (2) times, with a renewal term of one (1) year each, and a maximum of 10% price increase per year in each option year. Customer must provide notice of its intent to renew this Agreement within 30 days of the expiration of the then-current term.

Historical CTPD Data Migration and Set Up Fees are a one-time cost (described below) and will be payable in January 2023.

FEES: Customer will pay Provider annually for use of the Peel9 RMS system during the initial 3-year term of the agreement. Provider will invoice Customer and payment is due within 30 days of receipt of invoice. Provider reserves the right to change its fees outside of the initial term and will post the most current fees structure on Peel9.com website.

Description of Fees:

2023

- a. Initial Set Up Fee of \$14,000, payable January 1, 2023. This includes a one-time historical digital CTPD data upload into the Peel9 system and the creation of a CTPD configurable RMS dashboard.
 - i. Any CTPD 2022 Annual User Fees, which includes CTPD live use of all Peel9 modules, are included in the Initial Set Up Fee.
- b. 2023 Annual User Fees, which includes CTPD live use of all Peel9 modules.
 - i. 2023 Annual User Fee covers the inclusive period of January 1, 2023 – December 31, 2023.
 - ii. CTPD Annual User Fees are a flat rate of \$24,000 per year for the initial 3 three (3) year agreement.
 - iii. 2023 CTPD Annual User Fee and Initial Set Up Fee invoice will be issued January 1, 2023.
- c. Training: initial Peel9 RMS training will be provided at no cost during October 1, 2022 – December 31, 2023.

- d. Maximum of 1 TB (Terabyte) of Data Storage is included; each additional TB will be billed at \$150 per Month.

e. Total CTPD fees payable to provider in 2023: \$38,000

2024

- a. Annual User Fee of \$24,000, which includes CTPD use of all Peel9 modules:
 - i. 2024 Annual User Fee covers the inclusive period of January 1, 2024–December 31, 2024.
 - ii. 2024 CTPD Annual User Fee invoice will be issued January 1, 2024.
- b. Maximum of 1 TB (Terabyte) of Data Storage is included; beyond each TB will be billed at \$150 per Month.
- c. Custom training, data management and analytical consulting will be billed at \$150/hour as needed.

d. Total CTPD fees payable to provider in 2024: \$24,000

2025

- a. Annual User Fee of \$24,000 which includes CTPD use of all Peel9 modules:
 - i. 2025 Annual User Fee covers the inclusive period of January 1, 2025 – December 31, 2025.
 - ii. 2025 CTPD Annual User Fee invoice will be issued January 1, 2025.
- b. Maximum of 1 TB (Terabyte) of Data Storage is included; each additional TB will be billed at \$150 per Month.
- c. Custom training, data management and analytical consulting will be billed at \$150/hour as needed.

d. Total CTPD fees payable to provider in 2025: \$24,000

NOTE: All listed proposed fees are valid for 60 days from July 6, 2022. After 60 days, the initial proposed fee schedule may be amended at the discretion of Peel9.

PEEL9 ORGANIZATIONAL CAPACITY

Peel9 is a University of Cincinnati Innovation Hub supported records management and analytics company that serves the law enforcement community. The Peel9 team has over 100 years combined experience in local and international law enforcement as well as extensive experience in the development of both software and technology solutions that make businesses more effective and efficient.

The Peel9 Records Management System (RMS) was created in response to demand from our existing analytics customers who needed a comprehensive, user-friendly RMS that could do more than serve as an electronic file cabinet. Peel 9 believes **Data** only becomes **Actionable Information** when it is **effectively analyzed**. When investigators can determine where and when a crime occurred, what happened and who committed the crime, **Data becomes Actionable Information**.

The Peel 9 Records Management and Data Analytics System allows law enforcement agencies to access their data in real time, then quickly analyze and visualize it to identify patterns and trends. These patterns and trends can then be used to develop data-driven, actionable strategies that can be implemented in the field and quickly evaluated for effectiveness.

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

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 below gator is beyond its useful life and set for auction. It was replaced with a purchase in 2022.

2002 John Deere Gator G2 / Vin # W006X4X067509

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:

2002 John Deere Gator G2 / Vin # W006X4X067509

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: July 19, 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.

The following equipment is from the Parks Department.

2002 John Deere Gator G2 / Vin # W006X4X067509

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

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 to Approve Thermoplastic and Line Stripping of Various Streets with A&A Safety for \$37,448.48
Recommend ADOPTION of the Motion.

Rationale:

As part of the 2022 annual budget, staff identified the need for the restriping of paint throughout various streets. Because of the initial cost of the road program, this project was delayed until after quotes for road resurfacing and cape sealing were obtained and finalized. Attached are the three quotes that were received from the below vendors:

A&A: \$37,448.48

Aero-Mark: \$40,316.53

First Star: \$40,443.30

Streets for painting include: Challenger, Clara, Commons Circle, Earl, Flattop, Earl, Gila, Greenbush, Haverkos, Highwood, Houston, Jonrose, Libra, Loralinda, Niagara, Reann, Redskin, Riehle, Round Top, Sovereign, Stone Creek, Dale Woods, Marino, Royal Glen, and Cranbrook.



ESTIMATING DEPARTMENT

Cincinnati * Dayton * Cleveland

(513) 943-6100

(937) 912-9390

(216) 283-8040

To:	Colerain Township	Contact:	Kraig Rieman
Address:	4160 Springdale Road, Colerain, OH 45251	Phone:	(513) 385-7502
	Colerain, OH 45251	Fax:	
Project Name:	Colerain Township 2002 Restripe Hamilton Cty	Bid Number:	2022-2183
Project Location:	Hamilton Cty	Bid Date:	6/3/2022
Addendum #:	0		

COMPLETION DATE: N/A

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Paint

642	CENTER LINE, TYPE 1	7,246.000	LF	\$1.18	\$8,550.28
642	CHANNELIZING LINE, TYPE 1	1,021.000	LF	\$1.69	\$1,725.49
642	CROSSWALK LINE, TYPE 1	1,198.000	LF	\$5.90	\$7,068.20
642	STOP LINE, TYPE 1	330.000	LF	\$6.53	\$2,154.90
642	LANE ARROW, TYPE 1	27.000	EACH	\$116.36	\$3,141.72
642	REMOVAL OF PAVEMENT MARKING (Removal Performed By Hand Scarifiers)	8,602.000	LF	\$0.56	\$4,817.12

Total Price for above Paint Items: \$27,457.71

Thermo

644	CENTER LINE, THERMO	7,246.000	LF	\$1.95	\$14,129.70
644	CHANNELIZING LINE, THERMO	1,021.000	LF	\$2.25	\$2,297.25
644	CROSSWALK LINE, THERMO	1,198.000	LF	\$6.84	\$8,194.32
644	STOP LINE, THERMO	330.000	LF	\$13.68	\$4,514.40
644	LANE ARROW, THERMO	27.000	EACH	\$129.47	\$3,495.69
642	REMOVAL OF PAVEMENT MARKING (Removal Performed By Hand Scarifiers)	8,602.000	LF	\$0.56	\$4,817.12

Total Price for above Thermo Items: \$37,448.48

Notes:

- A&A Safety Will Do Everything We Can To Honor Our Pricing And To Meet All The Completion Dates For The Projects We Currently Have Under Contract, Or We Are Currently Quoting, But Unfortunately The Pavement Marking Manufacturers Are Facing Unprecedented Shortages In Acquiring The Raw Materials They Need This Year. This Has Caused Our Suppliers To Miss Shipping Deadlines Or Just Flat Out Unable To Full Fill Our Current Orders With Them For Pavement Marking Materials And They Are Declaring Force Majeure With Most Of Their Clients. So, In Good Faith, We Will Continue To Honor Our Obligations With Our Customers But Under No Circumstance Will A&A Safety Be Responsible For Any Liquidated Damages Or For Any Other Form Of Restitution Resulting From This Industry Wide Shortage Of Pavement Marking Materials. We Will Endeavor To Find Other Practical Solutions For And With Our Clients To Find An Equitable Solution For This Nation-Wide Shortage.
- All Items Of Work Quoted Above Are Based On Being Performed During A Normal **40 Hour Work Week**. If A&A Safety Is Required To Perform The Quoted Work Above On Saturdays, Sundays Or On Any Recognized Holiday; The Prime Contractor Will Be Billed For The Additional Expenses Incurred By A&A Safety For Paying Overtime Or Holiday Pay To Our Employees, Per Our Union Agreements.
- A&A Safety, Inc. Requires A 10-Day Notification For All 614, 621, 622, 630, 642, 644, 645, 646, 647, 648, 807 & 850 Line Items Quoted Above, Assuming The Materials For Those Items Of Work Are Readily Available For Purchase.

QUOTATION

EQUAL OPPORTUNITY EMPLOYER

THE AERO-MARK COMPANY LLC

10423 Danner Dr. - Streetsboro, Ohio 44241

(513) - 436 - 8002

(855) - 473 - 9970 Fax

Email : aero.south@aeromarkcompany.com

Date: 7/5/2022 Date of Letting: 7/7/2022
 PROJECT NAME/LOCATION: Colerain Township Restripe FY 2022
 County: Hamilton District 8 Project No.:
 Type: 642 Paint 644 Thermoplastic Removal of Pavement Markings Completion Date: Fall 2022

SPECIFICATIONS: The Standard Specifications of The State of Ohio Department of Transportation and the Supplemental Specifications listed in the Proposal.

Ref No.	Description	Est. Quan	Unit Price	Extension
Paint				
	642 Center Line	7246	If \$0.92	\$6,666.32
	642 Channelizing Line	1021	If \$1.00	\$1,021.00
	642 Crosswalk Line	1198	If \$3.28	\$3,929.44
	642 Stop Line	330	If \$6.00	\$1,980.00
	642 Lane Arrow	27	ea \$80.00	\$2,160.00
	642 Removal of Pavement Marking	8602	If \$1.80	\$15,483.60
	Total			\$31,240.36
Thermoplastic				
	644 Center Line	7246	If \$1.51	\$10,941.46
	644 Channelizing Line	1021	If \$1.87	\$1,909.27
	644 Crosswalk Line	1198	If \$4.56	\$5,450.90
	644 Stop Line	330	If \$8.91	\$2,940.30
	644 Lane Arrow	27	ea \$133.00	\$3,591.00
	642 Removal of Pavement Marking	8602	If \$1.80	\$15,483.60
	Total			\$40,316.53

NOTE: THE ABOVE UNIT PRICES ARE BASED ON THE FOLLOWING:

- 1.) One (1) move-in for Permanent Markings. Each additional move-in will be \$1000.00.
- 2.) Aero-Mark must approve of final quantities & sign off before last estimate is processed.
- 3.) Cleaning of dirt, etc. by others.
- 4.) It is the Prime Contractor's responsibility to verify the estimated quantity of move-ins and to add any additional move-in charges not covered or anticipated by Aero-Mark in our quotation, for each type of crew under this contract.
- 5.) Does "NOT" include recording of existing markings.
- 6.) Does not include the cost of a Police Officer, if required.
- 7.) Does not include cost of bonds, minimum bond rate is \$250.00 or \$7.20 per \$1,000.00 for projects over minimum rate.
- 8.) Aero-Mark requires a 7 day notification for all types of work quoted.
- 9.) All Subcontracts or Purchase Order Agreements must include the conditions listed above.
- 10.) Prices DO NOT include ANY warranty of Pavement markings, whether expressed, written, or implied.
- 11.) In the event of a nationwide or industry wide shortage of pavement marking materials, AERO - MARK will NOT be held responsible for any additional potential costs or liquidated damages associated with the material shortage.

THIS QUOTATION HAS BEEN PREPARED AND APPROVED BY:

Prices are firm for 45 days from letting date.


 Signature



310 South Cooper Ave, Cincinnati, OH, 45215
513.661.STAR (7827) / 513.661.7829 Fax

SBE - DBE - EDGE - WBE

STRIPING PRICE QUOTE

DATE: 6/22/2022

PROJECT: Colerain Township 2022

COUNTY: Hamilton

Project # : RFQ

Completion Date: 8/15/2022

Maintaining Traffic : Line Items : 642 Paint

Specifications: The Standard Specifications of the State of Ohio DOT and the Supplemental Specifications listed in the Proposal.

	Description	Unit	Qty	Unit cost	Total
Paint					
	642 - Center Line, Type 1	Lf	7246	\$1.13	\$8,187.98
	642 - Channelizing Line, Type 1	Lf	1021	\$1.00	\$1,021.00
	642 - Crosswalk Line, Type 1	Lf	1198	\$2.50	\$2,995.00
	642 - Stop Line, Type 1	Lf	330	\$3.15	\$1,039.50
	642 - Lane Arrow, Type 1	Ea	27	\$55.00	\$1,485.00
	642 - Removal of Pavement Marking	Lf	8602	\$1.65	\$14,193.30
				Total	\$28,921.78
Thermo					
	644 - Center Line, Thermo	Lf	7246	\$2.00	\$14,492.00
	644 - Channelizing Line, Thermo	Lf	1021	\$2.00	\$2,042.00
	644 - Crosswalk Line, Thermo	Lf	1198	\$3.50	\$4,193.00
	644 - Stop Line, Thermo	Lf	330	\$7.00	\$2,310.00
	644 - Lane Arrow, Thermo	Ea	27	\$119.00	\$3,213.00
	642 - Removal of Pavement Marking	Lf	8602	\$1.65	\$14,193.30
				Total	\$40,443.30

Note: The Prices Below Are Based On The Following

- 1.) Does not include the cost of Police Officer if required
- 2.) Does not include cost of bonds, minimum bond rate is \$250.00 or \$7.20 per \$1,000.00 for projects over minimum rate
- 3.) First Star Safety requires a 7 day notification for all types of work quoted.

Prices are firm for 30 days from letting date, do to extreme fluctuations in fuel & material costs.

Thank You

Don Donaldson

don.donaldson@firststarsafety.com

FIRST STAR SAFETY LLC IS AN EQUAL OPPORTUNITY EMPLOYER

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 Enter into Agreement with Human Nature for Fort Colerain Phase III for \$39,485

Recommend ADOPTION of the Motion.

Rationale:

The Township was awarded a State Capital Budget grant for \$400,000 for the completion of Fort Colerain. This project will result in the replacement of the existing toddler playground in Colerain Park that is consistent with the theme of Fort Colerain. The attached document shows the concept for the work that will be completed. In order to develop construction drawings and bid materials, the Township will need to enter into an agreement with Human Nature for the development of the materials. This agreement is for \$39,485.

A timeline for the project is below:

- August 2022: Human Nature begins construction documents
- November 2022: Construction documents are complete
- November 2022: Staff removes the existing toddler playground
- December 2022: Bids are released by the Board of Trustees
- January 2023: A construction contractor is selected
- March 2023: Work commences
- July 2023: Playground opens



AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of June 28, 2022, is between **Colerain Township (Client)**, 4200 Springdale Road, Cincinnati, Ohio 45251 and **Human Nature Inc. (Landscape Architect)**, 990 St. Paul Drive, Cincinnati, OH (Landscape Architect) for the following Project: Colerain Park Playground Phase 3 – Construction Documents and Construction Administration Services

Article 1 Landscape Architect's Basic and Additional Services

Landscape Architectural services defined herein for the area of work described below:

Playground Phase 1 and 2 were completed in 2021. Phase 3 consists of implementation of the remaining master plan elements not included in Phase 1 and 2. These elements include a walk connection from Phase 1 and 2 to the new toddler playground; toddler playground equipment, surfacing and environment; and associated landscape, grading and drainage. IBI Group will be providing civil engineering services as part of this agreement.

Landscape Architect's Basic Services are:

Task 1.0 Construction Documents Phase

Phase 3 construction documents will be based on the master plan and the implementation of Phase 1 and 2. Refinements to the master plan and adjustments to the design intent from "lessons learned" on Phase 1 and 2 will be made as an initial step of construction documents. Based on the agreed upon revisions and comments to the master plan and previous design phases, the final design submittal is intended to be 100% design documents, ready for construction. Major changes in design from the master plan will not be incorporated until a new schedule and scope are negotiated. Specific sub-tasks include:

3.1 Project Administration/Team Coordination

Human Nature will coordinate with the Owner's representative and the Design Team throughout Task 1. Landscape Architect will participate in up to three (3) meetings with the Client and at regular intervals throughout the Construction Document phase. One of these meetings will serve as a page-turn or Client review meeting of the in-progress Construction Documents. Landscape Architect will also meet and coordinate with IBI Group as necessary.

3.2 Final Design Drawings

Landscape Architect will take the master plan and review it in more detail on the digital technical base and make refinements as necessary. Those refinements will be reviewed with Client for input and direction and that input will be included in the final design documents. Landscape Architect will work with a basis of design playground equipment manufacturer to match aesthetic of Phase 1 and 2 equipment. Basis of Design manufacturer will provide equipment layout for fabricated pieces. Landscape Architect will design and detail the playground layout, surfacing, materials and context of the area.

Landscape Architect will coordinate with IBI Group on technical information, including grading and storm drainage, as it affects site components.

Landscape Architect will provide material selections for finish surfaces, furnishings, plantings, play equipment and review and input on grading. Site walls are not anticipated to be needed for this phase. Should they be needed layout and finish on site retaining walls will be coordinated with Landscape Architect, however, structural design and detail of retaining walls will be by others. Site plan will be coordinated with proposed and existing utilities. Stormwater utility plans will be provided by IBI.

Site lighting, electric and water are not anticipated to be part of the proposed improvements. Therefore, site power distribution, lighting and electrical systems, power distribution, and photometric analysis will be conducted by others and coordinated with Landscape Architect. However, if those services are needed Landscape Architect can retain a site MEP as an additional service.

3.3 Technical Specifications

Landscape Architect will develop and finalize technical specifications for proposed site improvements for the work represented on Landscape Architect's drawings. Project general conditions specifications are not included and should be provided by the Client.

3.4 Cost Estimate

The Landscape Architect developed a master plan estimate and will provide an update to that estimate based on updated design detail and Construction Documents. Due to the current conditions in the construction and material industry, the cost estimate cannot be guaranteed.

Task 4.0 Bidding & Permitting

4.1 Construction Services

The Landscape Architect will attend pre-bid meeting, respond to bidder RFIs and assist Client with evaluating bids that balance quality, experience and cost to the Owner.

4.2 Permitting

The Landscape Architect will provide final plans of the drawings submitted for bid to be submitted for permit, if required. If needed, drawings will be modified to address any minor revisions that may have resulted in bidder RFIs. The drawings will be stamped and signed as required.

Task 5.0 Construction Phase

5.1 Construction Services

Landscape Architect will participate in regular Project site visits with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the intent of Landscape Architect's Construction Documents. Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies. A construction schedule will be established by the selected contractor. We would anticipate site visits at regular intervals during site construction. This scope estimates up to 10 site visits and associated follow-up.

Other anticipated tasks during the construction phase include:

- Reviews of RFIs, submittals, samples, mock-ups, change orders, and shop drawings to determine if they conform to the Landscape Architect's visual and aesthetic design intent
- Meetings (pre-construction meeting, contractor meetings during construction)
- Regular site visits and associated field reports
- Punch List
- Close-out

Record drawings are not included in this scope of work.

Basic Services General Terms

Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. Additional services could include but are not limited to: presentation/3D models; MEP Subconsultant services.

Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: Subsurface conditions; soil issues (including suitability for plant material, soil content, level of compaction); lot line location; utilities' location; signage; security; structural elements including but not limited to site walls and foundations; architectural elements; electrical wiring and lighting layout and photometric studies; final 3d modeling renderings; project or construction cost estimates; value engineering and redesign based on budget overages.

Assumptions:

- All drawings will be produced using AutoCAD (.dwg) files
- Site survey provided by Client in Phase 1 and 2 will be used for this scope of work
- The following submittals will be provided: one (1) review/progress update drawing; and one (1) full submittal at 100% Construction Documents.
- All site work within this scope will be bid as one bid package. Early site bid packages will not include site landscape or other improvements in this scope.

Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

Article 2 Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
- B. Client shall furnish the services of the following consultants: structural engineer, mechanical/electrical engineer, geotechnical.
- C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions and will indemnify and hold Landscape Architect harmless as to same.
- D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 Estimated Schedule and Project Budget

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The current schedule is anticipated as follows:
 - Construction Documents: 3 months to be completed
 - Construction: TBD
- B. As of the date of this Agreement, Client's Project budget is **\$400,000**. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of Landscape Architect.

Article 4 Compensation and Payments

- A. Client agrees to pay Landscape Architect as follows:

1. Basic Services: Landscape Architect is providing an hourly not to exceed fee by phase based on the scope of work described in Article 1.A. Landscape Architect's estimated fee for labor is **\$39,485.**
2. This estimate is based on the Basic Services outlined in Article 1 and data that is available at this time. This agreement is based on our standard hourly rates and will be billed monthly on a time and material basis. Landscape Architect reserves the right to adjust the fee based on additional information, scope changes, and schedule requirements/changes. Expenses will be reimbursed at Landscape Architect's cost.
3. Additional Services: hourly based on the hourly rate below.

	Hourly Rate			Hourly Rate
Principal	\$195		Planner	\$105
Senior Project Manager	\$155		Modeling	\$95
Project Manager	\$125		Draftsperson	\$85
Senior Landscape Architect	\$115		Clerical	\$75
Landscape Architect	\$105			

- B. Reimbursable Expenses are excluded in the basic services fee and will be billed at-cost. Reimbursable expenses include but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; mileage; parking; authorized travel; and Client requested renderings and models.
- C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to three percent (3%) of any outstanding balance due per month will be charged on all amounts due more than 30 days after the date of invoice.

Article 5 Termination

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred or accrued up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or

termination due to Client's nonpayment.

Article 6 Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 Use and Ownership of Landscape Architect's Documents

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect requests due credit be given in any use of the design work by others. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8 Miscellaneous Provisions.

- A. This Agreement is governed by the law of Landscape Architect's principal place of business.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or

for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

- F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's grossly negligent errors.
- G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring any and all contractor and its/their subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- J. No waiver by either party of any default or breach of any covenant set forth hereunder shall be inferred from any omission by said party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and thence said waiver shall be operative only to the time and to the extent therein stated.
- K. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, [insert appropriate example given Project's scope] may result in damage to property or persons. Client further

acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

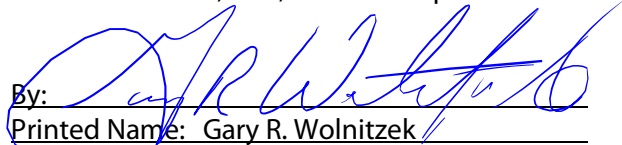
- L. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- M. If this Agreement is not signed and returned to Landscape Architect within 60 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.
- N. Risk Allocation:

Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Landscape Architect and Client. Client further understands and acknowledges that the amount of risk that Landscape Architect can accept is tied, in part, to the amount of compensation received for services rendered. Landscape Architect's fee for the services offered is based on Client's agreement to limit Landscape Architect's liability as described below. Client further acknowledges that were it not for this agreement to limit Landscape Architect's liability, Landscape Architect's compensation would need to increase to address the risks posed by this Project.

Client, therefore, acknowledging its right to discuss this provision with legal counsel experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Landscape Architect's negligence, errors, (whether willful or otherwise), omissions (whether willful or otherwise), or breach of contract, shall not exceed two times the total compensation actually received by Landscape Architect under this Agreement. This limitation of liability shall apply to Client's direct claims and Client's claims arising from third parties.

LANDSCAPE ARCHITECT:

HUMAN NATURE, INC., an Ohio corporation

By: 

Printed Name: Gary R. Wolnitzek

Its: Principal/Co-founder

Date: 07.28.2022

CLIENT:

Colerain Township

By: _____

Printed Name: _____

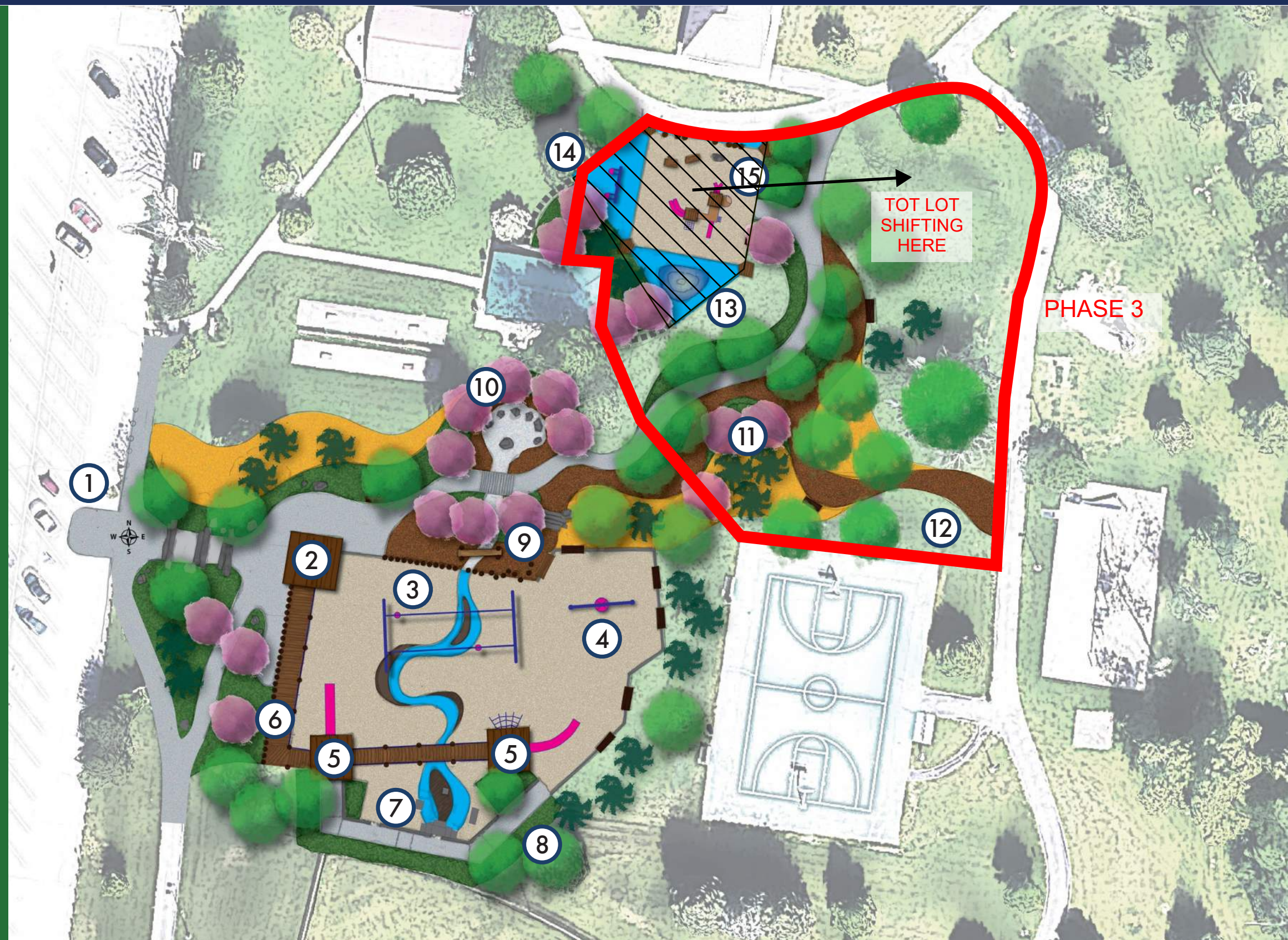
Its: _____

Date: _____

Preliminary Concept: Fort Coleraine/Dunlap's Station

Legend

- ① Enhanced Entrance at Parking Lot
- Fort Colerain (Ages 5 - 12)**
- ② Fort Facade and Entry Tower
- ③ Zipline (2)
- ④ Disc Swing
- ⑤ Tower with Internal Play Elements
- ⑥ Elevated Walkway with Play Below
- ⑦ Climbing Wall
- ⑧ ADA Access Ramp
- ⑨ Log "Bridge"
- ⑩ Quiet Gathering Space
- ⑪ The "Wilderness" Discovery Garden
- ⑫ Path Connection to Existing Swings
- Fort Washington (Ages 2 - 5)**
- ⑬ Play Mound
- ⑭ Tot Swing
- ⑮ Composite Play Feature



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 Authorize Township Administrator to Enter into Agreement with Soiree Taste Create Celebrate for Rental of Concession Stand at Colerain Park

Recommend ADOPTION of the Motion.

Rationale:

The Township issued an RFP for someone to rent the concession stand at Colerain Park. There was one respondent to this RFP, Soiree Taste Create Celebrate. Staff reviewed the proposal, which calls for \$700 in revenue to the Township per month. Based on the proposal and the added benefit this will provide to the community, it is recommended that the attached agreement be awarded to Taste Create Celebrate.

CONCESSION AGREEMENT

State of Ohio

BACKGROUND

A. This Concession Agreement (hereinafter referred to as the "Agreement") is entered into and made effective as of **August 1st, 2022** (hereinafter referred to as the "Effective Date") by and between the following property owner (hereinafter referred to as the "Owner"), of the following address:

Colerain Township Board of Trustees
of
4200 Springdale Road, Cincinnati, OH 45251

and the following provider of concessions (hereinafter referred to as the "Concessionaire"), of the following address:

TIMOTHY HARRIS
of
11256 Cornell Park Drive
Cincinnati, OH 45242

B. *WHEREAS*, TIMOTHY HARRIS seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision to provide concessions to the public at the following location:

Colerain Park
4200 Springdale Road Colerain Township, OH 45251

C. *WHEREAS*, the Concessionaire has the requisite skill and experience necessary to provide such services.

NOW THEREFORE, in consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do contract and agree as follows:

I. GOODS AND SERVICES PROVIDED.

1. Concessionaire shall render the following services and/or provide the following goods at the concession stand (the "Concession Stand") provided by the Owner including but not limited to:

"Fair Foods"
Walking Taco
Funnel cakes
Fried pickles
Fries
Pizza bites
Lemonade
Red Bull
Water
Ice cream bars
Corn salad
Nuts
Granola bars

2. The Concessionaire understands and agrees that no alcohol sales are to be permitted at any time throughout the duration of this agreement.

3. The Concessionaire shall provide their services in a manner consistent with the accepted practices for other similar services, performed to the Owner's satisfaction, within the time period described herein, and pursuant to the direction of the responsible officer of the Owner or their designee.

4. The Concessionaire and all of its employees, agents, or representatives shall provide the highest quality of customer service and shall treat all customers with courtesy and respect. The Concessionaire shall honor all reasonable requests for refunds, including requests from dissatisfied customers.

5. The Concession Stand shall remain open during the following hours of operation unless the Owner notifies the Concessionaire of other hours of operation, and such hours shall be posted in a conspicuous place on the Concession Stand:

Monday - Thursday 12:00pm - 6:00pm
Friday 11:00am - 7:00pm
Saturday & Sunday 10:00am - 7:00pm

Hours may be amended by mutual consent of Concessionaire and Owner.

6. All pricing of any services or goods is set forth in an Exhibit attached hereto and incorporated by this reference, to be approved in writing by the Owner. The Concessionaire may not change any pricing without the Owner's prior written consent, which consent may not be unreasonably withheld.

7. All services or products offered for sale by the Concessionaire to the public shall be approved in writing by the Owner prior to distribution or sale of any such products. The

Concessionaire shall comply with any reasonable requests made by the Owner to either add or eliminate certain types of food, beverages, or other products.

II. CONCESSIONAIRE RESPONSIBILITIES.

8. The Concession Stand shall be properly staffed in order to satisfactorily provide services and prevent undue delay to customers. The Concessionaire shall plan its staffing in advance and anticipate to the best of its ability any events, such as holidays or special events, which may require additional or altered staffing. In the event that the Owner determines in their sole discretion that the Concessionaire is not adequately staffing the Concession Stand, they may notify the Concessionaire of that fact and the Concessionaire shall endeavor to immediately increase their staffing to meet the Owner's recommendation.

9. The Concessionaire shall provide sufficient training to its employees, agents, and/or representatives for the development of the skills and techniques necessary to perform their obligations under this Agreement including, but not limited to, promoting customer service, presentation, cleanliness, positive attitude, and promoting the Owner's policies.

10. All of the Concessionaire's employees, agents, representatives, or licensees shall have a neat, clean, and sanitary personal appearance. Those who come in direct contact with the public shall wear clothing or identification which distinguishes them as employees of the Concessionaire. The Concessionaire's employees shall adhere to the following dress code:

T shirt with logo
Shorts or pants

11. The Concessionaire shall comply with and perform the Services in accordance with all applicable federal, state, and city laws including, without limitation, all Township city codes, ordinances, resolutions, standards, and policies, as now existing or hereafter adopted or amended, including but not limited to the following:

a. Federal, state, and local health, safety, and licensing laws relating to the sale of concession goods; and

b. Township resolution provisions requiring any person or entity doing business in the Township to obtain a business registration, including securing all applicable licenses through the Hamilton County Health Department.

12. The Concessionaire shall maintain all equipment and facilities in a clean manner. All grease or other materials must be properly and safely disposed of. Surrounding areas shall remain clean of trash and trash cans shall be emptied each night in the dumpster located at Colerain Park.

III. CONCESSION EQUIPMENT.

13. The Owner will provide the following equipment necessary for the Concessionaire to satisfactorily provide their Services:

Non commercial refrigerator

deep freezer

14. The Owner agrees that all necessary equipment will be ordered and/or installed and ready for use within 21 days from the execution of this Agreement.

15. The Concessionaire will provide the following equipment necessary for the Concessionaire to satisfactorily provide their Services:

Fryers

Grill (outdoor)

These materials must be properly and safely stored at the end of each evening. These materials are not permitted, under fire code, to be used inside the existing concession stand. An area may be developed with tent, canopy, or other awning for daily use of these materials.

16. The Owner and the Concessionaire warrant that all equipment provided is in good working order and fit for its purpose.

17. In the event the Owner notifies the Concessionaire that it desires the removal of the Concession Equipment at any time, the Concessionaire shall, at its sole cost and expense, remove the Concession Equipment and repair any damage to the real property caused by such removal within fourteen days. These items will be returned to Colerain Township at the expense of the Concessionaire.

18. Both the Owner and the Concessionaire shall work together to maintain the Concession Stand and Concession Equipment and the surrounding real property in good condition and repair, including, but not limited to, maintaining the Concession Stand in a neat, clean, and sanitary condition and removing all garbage, trash, or other debris on a regular basis.

19. If the Concession Stand or any part thereof are damaged by any cause other than the sole negligence of the Owner, its employees, or agents, the Concessionaire shall, at its sole cost and expense, restore the Concession Stand to a condition equivalent to or better than their current condition immediately prior to such damage.

20. The Concessionaire shall not make any alterations, additions, or improvements to the Concession Stand or to equipment provided by the Owner without the Owner's prior written consent, which consent may not be unreasonably withheld. In the event the

Owner consents to the making of any alterations, additions, or improvements to the Concession Stand or to equipment provided by the Owner, the same shall be made at the Concessionaire's sole cost and expense, and in the event such alterations, additions, or improvements are made to a structure, building, or other improvement attached to the real property, the same will become a part of the real property and surrendered to the Owner upon the termination of this Agreement. The Owner has no obligation to alter, remodel, improve, repair, decorate, or paint the Concession Stand.

IV. TERM.

21. The Term of this Agreement shall commence upon the Effective Date of this Agreement.

22. This Agreement will terminate automatically after the following amount of time: Two years.

23. This Agreement may be extended for additional periods of time upon the mutual written agreement of the Parties.

24. The Owner preserves the right to terminate this Agreement with sixty (60) day written notice for any reason.

V. PAYMENT.

24. In full consideration of Owner's permission to Concessionaire for Concessionaire to provide services at Owner's venue as described in this Agreement, the Concessionaire agrees to pay to the Owner Monthly installments of **\$700 (seven hundred US dollars) (the "Fee")**.

25. The Fee shall be payable in advance on the 5th (fifth) of the month.

26. For any payment that is not paid when due, the Concessionaire shall pay a late fee of **\$50 (fifty US dollars)**.

27. The Concessionaire shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

28. Failure to maintain the property and keep the area clear of trash may result in a fee of \$50 (fifty US dollars) per incident. The Township will contact Concessionaire to correct any issues and Concessionaire shall have 24 hours to correct the issue to avoid penalty.

VI. WARRANTY.

29. The Concessionaire warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do the business.

VII. INDEPENDENT CONTRACTOR.

30. It is the intention and understanding of the Parties that the Concessionaire shall be an independent contractor and that the Owner shall be neither liable nor obligated to pay the Concessionaire sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment.

31. The Concessionaire shall pay all income and other taxes due.

32. Industrial or any other insurance, which is purchased for the benefit of the Township, regardless of whether such may provide a secondary or incidental benefit to the Concessionaire, shall not be deemed to convert this Agreement to an employment contract.

33. It is recognized that the Concessionaire may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the Concessionaire's ability to perform the Services. The Concessionaire agrees to resolve any such conflicts of interest in favor of the Owner.

VIII. FORCE MAJEURE.

34. Neither Party will be held liable for any failure to perform their obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor strikes, inclement weather, pandemic, interruption or delay of transportation services, acts of God, or any other legitimate cause beyond the reasonable control of the Owner and the Concessionaire.

IX. INDEMNIFICATION.

35. The Concessionaire, at their own expense, shall indemnify, defend, and hold the other, its partners, directors, agents, and employees harmless from and against any and all third-party lawsuits, actions, or proceedings and any related costs and expenses,

including attorney's fees, resulting directly and solely from the indemnifying party's negligence or willful misconduct.

36. Neither the Owner nor the Concessionaire shall be responsible for defending, indemnifying, or holding the other party, their partners, directors, agents, or employees harmless from and against any third-party lawsuits, actions, or proceedings that result from the negligence or wrongful acts of the party seeking indemnification or any third-party.

37. The Owner and the Concessionaire agree to give each other prompt written notice in the event of any claim arising to which they believe indemnification is relevant and necessary.

38. The indemnifying party shall have the right to defend against such claims with counsel that they have chosen and to settle such claims as they deem reasonable and appropriate.

39. The Owner and the Concessionaire agree to co-operate with each other in the defense of any such claims.

40. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

41. The Concessionaire warrants and represents that it has, or will obtain, sufficient personal injury and property damage liability insurance with respect to the activities of the Concessionaire, its employees, agents, or guests in relation to their activities operating the Concession Stand at the Owner's venue.

X. CONFIDENTIALITY.

42. The Parties agree and acknowledge that in the course of the Agreement and to the extent permitted by the Ohio Revised Code public records law, or additional services pursuant to this Agreement, that each may be given access to, or come into possession of, confidential information of the other party which information may contain trade secrets, proprietary data, or other confidential material of that party.

43. Unless expressly authorized by the other party, neither party shall disclose to any third party any information or materials provided by the other party under this Agreement or use such information in any manner other than to perform its obligations under this Agreement.

44. The foregoing restrictions do not apply to any information that is in the public domain or in the receiving party's possession, in each case other than as a result of a breach of confidentiality obligations of the receiving party or of a third party.

XI. EXCLUSIVITY.

45. This Agreement grants the Concessionaire an exclusive right to distribute its products. The Owner agrees not to grant any other persons or entities the right to sell goods or provide services that directly compete with the goods or services provided by the Concessionaire, with the exception of limited one time events that occur outside of posted operating hours for the Concessionaire

XII. SIGNS.

46. The Concessionaire shall be limited to placing a sign on the Concession Stand.

47. The Concessionaire shall not place any sign, notice, or advertising matter in or about the Owner's real property without their prior written consent, which consent may be withheld for any reason.

48. If required by Township code, the Concessionaire shall obtain all necessary permits in connection with any such signs.

XIII. DEFAULT.

48. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either Party.
- c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or governmental agency.
- d. The failure to make available or deliver the services in the time and manner provided for in this Agreement.
- e. Violation of any clause of this Agreement.

XIV. REMEDIES.

59. In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

51. This notice shall describe with sufficient detail the nature of the default.

52. The Party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Agreement.

XV. ENTIRE AGREEMENT.

53. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

54. This Agreement supersedes any prior written or oral agreements between the Parties.

XVI. ASSIGNMENT.

55. Neither the Concessionaire nor the Owner shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

56. Subject to the above, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

XVII. SEVERABILITY.

57. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

58. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XVIII. AMENDMENT.

59. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XIX. GOVERNING LAW.

60. This Agreement shall be construed in accordance with the laws of the State of Ohio.

XX. NOTICE.

61. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

FOR OWNER:
Township Administrator
4200 Springdale Road
Cincinnati, OH 45251

FOR CONCESSIONAIRE:
Timothy Harris
11256 Cornell Park Drive
Cincinnati, OH 45242

XXI. WAIVER OF CONTRACTUAL RIGHTS.

62. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XXII. PERFORMANCE.

63. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

64. Adherence to completion dates set forth in the description of the Services is essential to the Concessionaire's performance of this Agreement.

EXECUTION:

Geoff Milz, Township Administartor

Date

TIMOTHY HARRIS, *Concessionaire*

Date

DEVELOPMENT

Department: Administration

Department Director: David Miller, Director of Development

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

Motion Authorizing Township Administrator to Enter into Agreement with KZF for Zoning Resolution Amendment for \$92,000

Recommend ADOPTION of the Motion.

Rationale:

In 2021, the Board of Trustees adopted the new Comprehensive Plan for the Township, Imagine Colerain (<https://www.imaginecolerain.com/>). This document outlines the priorities of the Trustees for development and zoning throughout the community. It is important to now update the zoning resolution to reflect the elements of the Comprehensive Plan to ensure that our Zoning matches our direction.

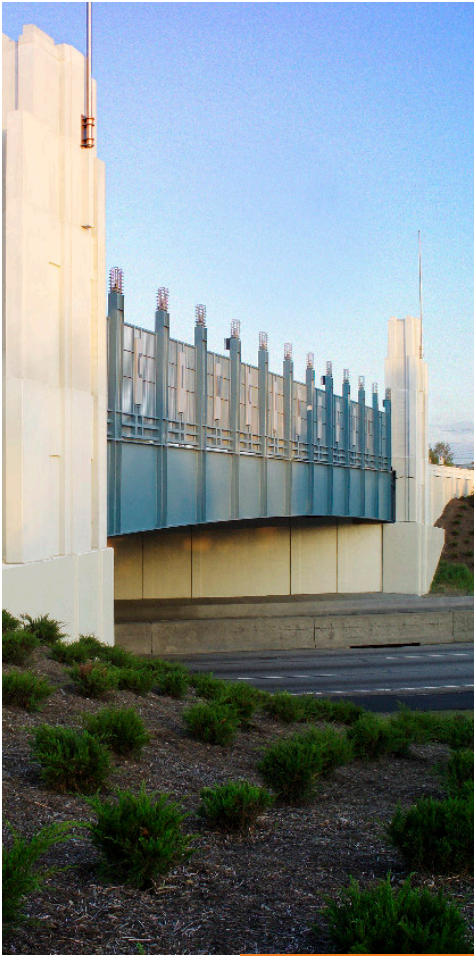
The Trustees issued an RFP for technical writing for a new zoning code for Colerain Township. There was one response to the RFP from KZF for \$92,000. The full response is attached to this agenda item. Per the response, KZF will work closely with ZoneCo for the development of a new zoning resolution. These partners have been recognized nationally for their work in zoning and they possess the legal expertise to aide in the development of a zoning resolution that will ensure the best development outcomes for Colerain Township.

\$100,000 was included in the budget for this project, so the proposal and recommendation are within budget.

Comprehensive Zoning Resolution Amendment

KZF Design
Zoning Resolution Amendment Services

July 29, 2022



KZF DESIGN
Designing Better Futures

Jarrold Alig, Zoning Administrator
Colerain Township Development Department
4200 Springdale Rd
Colerain Township, OH 45251



July 29, 2022

Subject: Proposal for Comprehensive Zoning Resolution Amendment

Dear Mr. Alig,

We're taking a new approach to a Zoning Resolution Update, one that is lead by ZoneCo and supported by KZF's technical team of architects, engineers and planners.

The Unique Benefits and Qualifications of the KZF Design and ZoneCo team include:

Experienced, Engaged, Comprehensive Team – The unified strengths of KZF Design and ZoneCo are sure to lead this project to success. Our professionals at KZF are ready to provide overall project and team management and urban planning services. Our architecture team will provide support to ZoneCo for all architecture-related code updates and general design guidance. ZoneCo will handle the technical zoning code development, as well as update and amendment work. ZoneCo's nation-wide work experience includes a great deal of work updating zoning codes in Ohio Townships, giving the team an exceptional understanding of the powers vested to Townships by the State of Ohio. This experience will be combined with the extensive amount of work KZF has completed with the Colerain Township community. This thoughtful and comprehensive partnership approach has been the driving force behind many of ZoneCo's successful zoning code updates.

Community-Focused Efforts – Colerain Township and its residents, business owners, and stakeholders will be supported by KZF Design and ZoneCo as they cover all public engagement efforts together. Both halves of this partnership have experience in leading public involvement initiatives and using community input to foster the goals of the community and the needs of its inhabitants.

Award-Winning Design Experience – Both KZF Design and ZoneCo have been recognized on a national level for their work. In 2021, ZoneCo won the national Driehaus Award for a Form-Based Code from Smart Growth America.

KZF Design and ZoneCo hold unique qualifications that are well-suited to complete this project effectively and efficiently. We understand the responsibilities that come with stewardship of public funds, and we take expenditures of such funds very seriously, whether for service fees or construction costs – every public dollar spent must provide value back to the community. Our team has learned through substantial experience the pitfalls and barriers to anticipate and more importantly how to overcome them. We will not be using your project as a learning experience; we will put our learned experience to work for you.

Thank you for the opportunity to offer these services. To the best of our abilities, all information contained in the following submittal is complete and accurate. KZF is proud to say that a large portion of our work is performed for repeat clients.

I trust the following proposal meets Colerain Township's needs and desires. If you have any questions, please feel free to contact me at your convenience.

Sincerely yours,

Sincerely,
KZF Design

Eric Anderson, AICP,
Director of Planning



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Firm Information

Qualifications

Colerain Township Experience

Representative Experience

Staff Qualifications & Experience

Key Staff Resumes

Legal Disclosure

Availability

General Firm Information

Visit kzf.com for a portfolio of recent projects.

Firm Name

KZF Design Inc.

Address and Office Location

700 Broadway Street, Cincinnati, OH 45202

Contact

Eric Anderson, Director of Planning

email eric.anderson@kzf.com

main 513.621.6211 ■ *fax* 513.621.6530

Years in Business

66

**We create
places
that define a
community.**



**We help our
clients design
better futures.**



Who We Are

At KZF Design, we help our clients design better futures. Our team of more than 75 architects, engineers, interior designers and urban planners have created landmarks across the country and around the world.

We've built our reputation on thoughtful, award-winning designs and unparalleled technical proficiency in both the public and private sectors, with specific expertise in commercial, workplace, education, transportation, industrial, cultural and government projects.

As one of the Midwest's premier design firms, we pride ourselves on fostering an internal culture of continuous improvement and reinvention. This translates to our clients through strong relationships, creativity and independent thinking — factors that have made us a leader in providing value-based design for more than 60 years.

Qualifications

At KZF Design, we help our clients design better futures.

KZF Design has been delivering quality Architectural, Engineering, and Planning projects in the Tri-state area since 1956 and has been recognized with more than 70 awards in the past 10 years.

Our architects and engineers expertise cross a wide selection of project types including public facilities, historic renovations, adaptive reuse, interior design, building assessments and accessibility, planning studies, cost estimates, park facilities and public building design. Our staff is experienced creating 3D digital models for all types of projects and interactive media web content.

Our Cincinnati-based staff of 70 professionals is comprised of:

Architects	18	Designers	16
Professional Engineers	14	Interior Designers	6
Planners	4	Construction Administration	1
Graphic Designers	2	Administrative	9

KZF has an in-house multi-disciplinary support staff of structural, civil, mechanical and electrical engineers, interior designers, cost estimators and constructability professionals, and branding/graphic design professionals to implement your projects. We have in-house BIM 3D computer modeling and interactive web professionals. KZF has 20 LEED Accredited Professionals (APs) across six disciplines to meet your sustainable design needs.

We have also worked with a variety of federal, state and local authorities in designing and securing permits for projects. Many of our projects have been for local municipalities. As a result, our project managers have developed excellent working relationships with these governmental agencies.



City of Mason Service Center

In-house Services

We are a full-service architectural and engineering design firm offering clients civil engineering services.

With a total staff of more than 70, we also provide architectural, interior design, electrical, structural, mechanical and plumbing engineering and well as planning and urban design services for a comprehensive approach to our clients' projects.



Elsinore Water Main



MSD Wastewater Engineering Building



Bethany Road Widening

- Roadways and Intersections
- Sidewalks, trails and streetscape design
- Structural design/engineering
- MEP design/engineering
- Urban planning
- Architecture and building design
- Sustainable Design
- Interior design
- Utilities (storm and sanitary sewer, water)
- Site design
- Construction document preparation
- Criteria design/engineering
- Building and Facility Assessments
- Civil Engineering
- Transportation Planning
- Grading and Drainage
- Design/Build
- Stormwater Detention/Retention
- Site Lighting
- Electric, telephone and data
- Sustainable design and wellness
- Parking lot design
- Retaining walls
- Riverfront development
- Urban design
- Signage and wayfinding
- Cost estimating
- Construction administration and inspection
- Grant writing and administration
- Review of document for compliance with Federal and State policies

Experience Working with Colerain Township

We have enjoyed a working relationship with Colerain Township for the past two years.

I-275 Interchange Gateway • Colerain Township, OH

Colerain Township, OH

KZF provided civil/electrical engineering and landscape services for lighting and landscape improvements to the Colerain Avenue at on I-275. The goal of the project was to create a more appealing gateway into the Township. Improvements are intended to occur within the ODOT right-of-way to the right side of the eastern and western exit ramps from I-275 (identified and outlined in red in the map below). Work will be complimentary to streetscape and urban design elements outlined in the Colerain Avenue Corridor Study and will be designed to go through the ODOT permitting process.

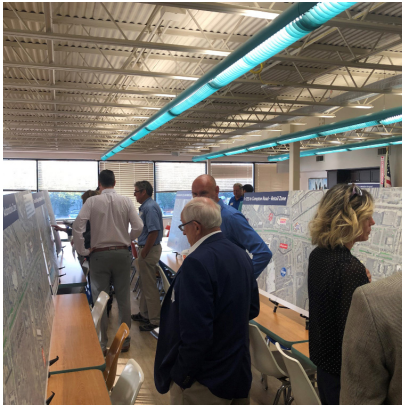


I-275 Interchange Gateway

Northgate Mall Redevelopment Plan • Colerain Township, OH

Colerain Township, OH

KZF partnered with Colerain Township to develop a concept plan for the possible redevelopment of Northgate Mall. The strategy would convert the shopping center into a mixed-use town center, including single- and multi-family housing and outdoor mall corridors with dining, pedestrian spaces, and plazas. Highlights of this potential project include a 200,000 SF, four story apartment building with 120 units, 20-30 single- or multi-family residences, and 5,000 SF of amenity space. The Northgate Mall Redevelopment Plan also looks to enhance a street network to the surrounding neighborhood and provide proper connectivity. By instituting a streetscape of mixed-use aesthetic, the design transforms the interior mall corridors into outdoor pedestrian spaces and plazas.



Colerain Avenue Corridor Study

Colerain Avenue Corridor Study • Colerain Township, OH

Colerain Township, OH

Colerain Township partnered with KZF Design to create a consistent, appealing, safe public environment along the Colerain Avenue Corridor spanning 4.5 miles of the ODOT maintained SR 32 (Colerain Avenue) within the township boundary. The study focuses on safety and beautification of the corridor, but also incorporates cleanliness, access management and strategies for redevelopment. Colerain Avenue was separated into four distinct districts which have unique character and therefore require their own improvement guidelines.



Northgate Mall Redevelopment

Team Introduction



PROJECT LEADERSHIP, ARCHITECTURAL SUPPORT, GIS, MAPPING AND USER-FRIENDLY ZONING RESOLUTION DEVELOPMENT

KZF Design is one of Cincinnati's premier Architectural, Engineering, and Planning firms with over 75 staff in Cincinnati. We believe a community is only as strong as the infrastructure which supports it. Roadways and bridges provide paths for people to move safely and efficiently through their neighborhoods, easing travel to and from work and play while improving access to local businesses. Parks, trails, and streetscapes enhance livability and attract new residents, visitors and development.

KZF Design will provide overall project and team management and urban planning services to revise zoning GIS files, final zoning map development and production, graphic design and creation of final accessible, interactive (electronic device compatible, Word Document, PDF, and Geodatabase / shapefiles), and user-friendly versions of the Resolution and Map for use by both the public and Township officials and staff.

KZF Design currently holds Master Service agreement with Colerain Township.



ZONING RESOLUTION DEVELOPMENT AND UPDATE

ZoneCo is a nationally-recognized, award-winning zoning consultancy with a team of top interdisciplinary professionals. They have served communities of a variety of types and sizes across 15 states and counting. They provide a unique focus on the intersection of the disciplines of law + planning to craft custom-tailored, clear, consistent, user-friendly, equitable and defensible zoning codes that remove the barriers to achieving desired outcomes. Outcomes must include a focus on racial, economic, and environmental equity and justice.

As consultants to both local governments and property owners, they provide a unique and invaluable perspective to assist you in crafting a zoning ordinance that better achieves a balance between private and public benefits and burdens, which results in more effective zoning regulations. All of their law and planning professionals have public- and private-sector experience.



TOD illustration in Dormont, PA code

ZONECO⁺⁺

DESCRIPTION OF FIRM

We craft clear, consistent, user-friendly, equitable, and defensible zoning codes that remove barriers and achieve desired outcomes.

ZoneCo is a zoning code consulting firm based in the Midwest and our core focus is updating and auditing zoning codes. Our professionals have all held public positions, and we understand the complexities of administering a zoning code. Public sector experience has also enabled us to effectively facilitate and foster public engagement. Our work has spanned the Midwest and Eastern United States, and we are passionate about being part of positive change in the communities we serve.

We believe that zoning should facilitate a community's desired outcomes, not serve as a barrier to development and placemaking.

ZoneCo has developed a unique method of code development called Development Pattern Districting (DPD) that is outcome-

focused, and brings together elements of character-based, form-based, and Euclidean zoning. DPD is flexible and adaptable, and ensures that communities have all the tools at their disposal to realize their vision.

Our codes are user-friendly and graphically-rich; we prioritize usability and streamlined language.

ZoneCo professionals are thought leaders, and have presented on zoning, planning, equity, placemaking, and economic development issues at national and regional conferences.

Learn more about us at

www.thezoneco.com

(Our offices are located in Cincinnati, Ohio and we have a staff of four)



Zoning Should Respect Existing and Reflect Desired Development Patterns

Zoning Should Regulate Only What Actually Needs to Be Regulated and Focus on Desired Outcomes

Zoning Should Be the Implementation of a Plan, not a Barrier to Achieving the Vision

Zoning Should Promote Equity and the Health of the Environment



CENTERING EQUITY IN ZONING

HOW WE ARE ENSURING THAT EQUITY PLANNING IS ACTIONABLE

We embrace our duty as law and planning practitioners to ensure that zoning does not perpetuate inequity, but rather advances more equitable development patterns. To this end, ZoneCo has critically assessed our service offerings and we formed an Equitable Zoning Advisory Committee (the “EZAC”) to engage in critical and exploratory discussions with a diverse group of nationally recognized experts on issues of equitable and just planning practice. These have been necessary and important steps toward ensuring that our work promotes more equitable communities.

In addition to our current zoning code diagnostics, which benchmark an existing zoning code against a comprehensive plan, and much like environmental and public health assessments required in many jurisdictions, we developed an equity assessment to uncover the ways that a zoning code is, or may be, perpetuating inequitable

OUR COMMITMENT TO EQUITY

ZoneCo has taken steps to ensure that our commitment to equity goes beyond words. We want to ensure that the solutions are implementable. We desire a more just and equitable society as do our local government clients, and we look forward to working together to identify and remove the barriers to achieving this vision.

outcomes. As a law and planning organization focused on crafting clear, consistent, user-friendly, and defensible zoning regulations, ZoneCo is uniquely positioned to assist communities in establishing, implementing, and conducting equity assessments.

“

“ZoneCo took what we had in our heads, and transferred those thoughts and plans into a defensible, yet progressive document. Our experience with ZoneCo is one of pride in our local community, as we grow into one of the most forward thinking, and development friendly municipalities in the state! Our new zoning code will live long after I’m gone, still providing a framework for the built environment of a more prosperous Reynoldsburg.”

ANDREW BOWSHER

Reynoldsburg, Ohio

“

“I go to a lot of towns and states. I have never seen regulations that have really jumped out at me as clear and well-organized as what Sean has provided to us.”

PLANNING COMMISSIONER

Winchester, Connecticut

“

“This citywide code is an excellent model for any city - particularly legacy cities-seeking to use code reform to promote fiscally and environmentally sustainable urban regeneration, greater housing diversity, walkable neighborhoods, and stronger urban design. The code's helpful "how to use" guide, clean easy-to-read graphics, and logical layout make navigation easy for administrators, applicants, and citizens. The historic preservation provisions, bike and car parking standards, and clever treatment of cul-de-sacs are some of the many exemplary features...This new code will have a lasting and positive transformational impact on South Bend's future and provides many lessons for other cities considering a form-based code.”

SMART GROWTH AMERICA / FBC INSTITUTE

ZoneCo, Co-Winner of Driehaus Award, South Bend, IN

Experience

SERVICES

Master Planning
Feasibility Studies
GIS and Mapping
Design Guidelines
Community Engagement
Site Selection and Development
Transportation Planning
Urban Design
Revitalization

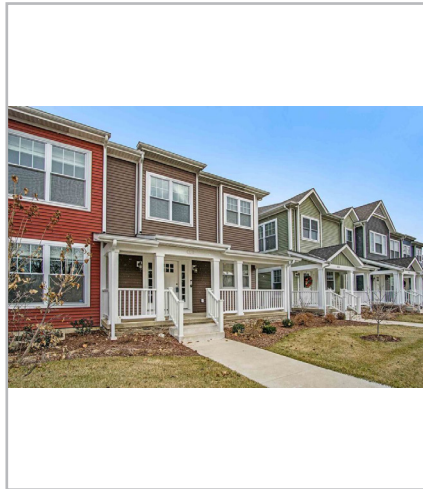
Planning for tomorrow begins by developing a strong vision that is not only woven into your leadership culture but is also communicated effectively. We build consensus and draw out the collective ideas, dreams and imaginations that live within your community members to develop designs that shape possible futures.

Our team has deep expertise in almost every planning discipline, from community development and revitalization, to historic preservation, housing, transportation and infrastructure, zoning and land use, parks, open space and recreation, to streetscapes and urban design. We have helped dozens of urban and suburban areas envision the future of their corridors, neighborhoods, waterfronts, historic districts and downtowns.



Colerain Avenue Corridor Study

SOUTH BEND, INDIANA ZONING ORDINANCE PEER REVIEW



21-04.02		SPECIAL USE DISTRICTS	
Uses		U University	
Principal Uses	Standards	Principal Uses (continued)	
Agricultural	21-09.04	Transportation	
Community Garden	21-09.04	Airport	21-09.04
Club & Recreational	21-09.04	Hotel	21-09.04
Assembly, Neighborhood	21-09.04	Parking Lot	21-09.04
Assembly, General	21-09.04	Passenger Terminal	21-09.04
Cemetery	21-09.04	Transit Station	21-09.04
College/University	21-09.04	Utilities	
Hospital	21-09.04	Gas Farm	21-09.04
Library/Museum/Cultural Facility	21-09.04	Utilities, Major	21-09.04
Parks & Open Space	21-09.04	Utilities, Minor	21-09.04
Police/Fire Facilities	21-09.04	Wholesale Communications	21-09.04
Religious Institutions	21-09.04	See Section 21-02.03 for all principal use definitions.	
School, Pre-K/Primary/Secondary	21-09.04	See Section 21-02.03 for all accessory use regulations.	
Industrial, Artisan	21-09.04		
Research/Laboratory Facility	21-09.04		
Lodging	21-09.04		
Bed & Breakfast	21-09.04		
House	21-09.04		
Office	21-09.04		
Professional Offices	21-09.04		
Residential			
Dwelling, Ancillary	21-09.04		
Dwelling, Multi-Unit	21-09.04		
Group Residence	21-09.04		
Retail & Service			
Beer Tavern	21-09.04		
Commercial School	21-09.04		
Day Care Center	21-09.04		
Entertainment/Recreation Facility	21-09.04		
Indoor	21-09.04		
Entertainment/Recreation Facility	21-09.04		
Outdoor	21-09.04		
Personal Care Services	21-09.04		
Restaurant	21-09.04		

OVERLAY DISTRICTS		21-05.02	
Northwest Neighborhood Zoning Overlay			
(B) Colors		(G) Landscape	
(1) Bright colors are prohibited as primary house colors but may be used for visible trim accents in amounts not to exceed 30% of the facade area. All colors shall complement the architectural style and character of the house and the surrounding neighborhood.		(A) Slopes/steep handrails and guardrails of perforated metal, stainless steel cables, or unperforated metal mesh are prohibited.	
(C) Building Components		(F) Mechanical Equipment and Utilities	
(1) Main entrances shall be visible from the primary street, easily accessible, and well-lit. Architectural elements such as porches, stoops, and canopies are required to identify main entrances and maintain the existing neighborhood's architectural character.		(1) Windows mounted on conditioning units placed through primary or secondary street frontages are prohibited.	
(2) A stoop shall cover a minimum of 60 percent of the Primary House Form. A stoop shall cover a minimum of 30 percent of the Primary House Form, as referenced in the accompanying graphic.		(2) Steeply-sloped yards in excess of a slope of 2 to 1 five foot horizontal for one foot vertical shall incorporate a slope retention element of either a small retaining wall with steps as a transition to the sidewalk or ground cover/low shrub planting schemes.	
		(3) Decorative walls and fences shall be consistent with the house's architectural style and character and meet the height regulations of the applicable zoning district.	
		(4) Off-street parking shall be provided by an enclosed garage located to the rear of the primary building footprint.	
		(5) If the garage door on an attached garage must face a primary street, the garage door must be set back a minimum of 20 feet from the primary building footprint, as referenced in the accompanying graphic.	

PROJECT SCOPE

Peer review services were provided for the re-write of the Zoning Ordinance.

GEOGRAPHY

Northern Indiana

ZONECO REVIEWED THE FOLLOWING:

- Signage Standards
- Special Districts
- Overlay Districts
- Standard Districts
- Form-Based Standards
- Mixed-Use Standards
- Building Standards
- Parking Standards
- Floodplain Standards

PROJECT OVERVIEW

ZoneCo was hired to provide peer review services for the South Bend, Indiana zoning ordinance re-write. South Bend crafted a zoning code that provides flexibility while achieving the desired urban form. The code is highly visual, and ZoneCo helped to ensure that the code is facilitating the community vision while checking for compliance with Indiana statutes. ZoneCo is part of a team currently nominated for a national award for work on this project.

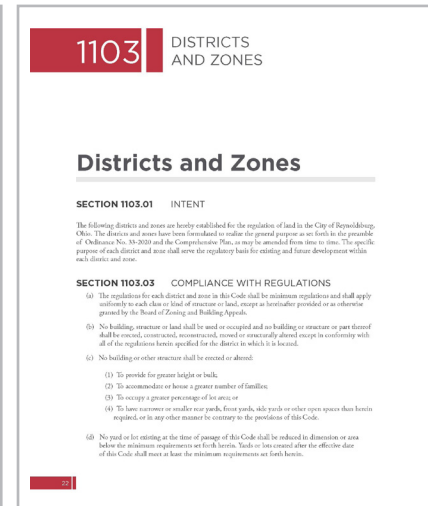
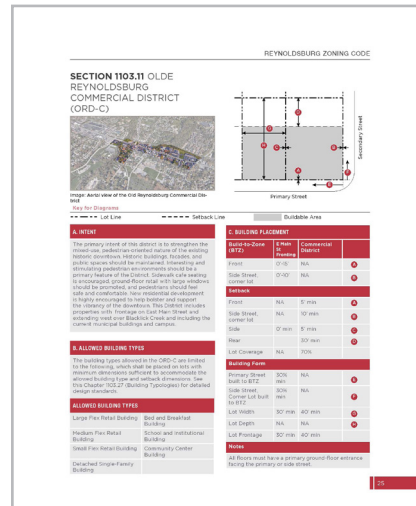
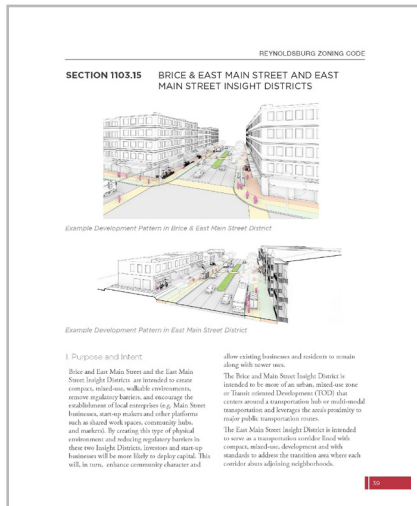
MUNICIPAL PROJECT MANAGER REFERENCE

Michael Divita, AICP
Principal Planner
City of South Bend
227 W. Jefferson Blvd.,
Suite 1400S
South Bend, IN 46601
(574) 235-5843
mdivita@southbendin.gov

Project Staff: Sean Suder

ZONECO++

REYNOLDSBURG, OHIO ZONING ORDINANCE UPDATE



PROJECT SCOPE

A modernized, streamlined, and updated hybrid zoning code.

GEOGRAPHY

Columbus Metropolitan Area

SKILLS AND TECHNIQUES

- Full Code Diagnostic
- Calibration of all Regulations and Standards
- Old Towne District Infill Analysis
- Development Pattern Districting
- Form-Based Coding
- Recommendations and Considerations for Suburban Retrofit
- Presentations at all Adoption Meetings

PROJECT OVERVIEW

In 2018, Reynoldsburg, Ohio retained ZoneCo and OHM Advisors to re-write the City's Planning and Zoning Code. Prior to this, OHM Advisors completed an update of the Comprehensive Plan which sets new goals for the City for the next 10 to 20 years. The land use goals of the plan relate strongly to the East Main Street Corridor, strengthening Olde Reynoldsburg, and promoting economic diversity and economic development.

The calibration of the code's regulations included a thoughtful and exhaustive evaluation of the desired development patterns in Olde Reynoldsburg. The code is a hybrid code,

with robust form-based standards throughout which apply to building frontage, open space, and building typology. This code is an excellent example of effectively balancing streamlined regulations with form-conscious standards.

MUNICIPAL PROJECT MANAGER REFERENCE

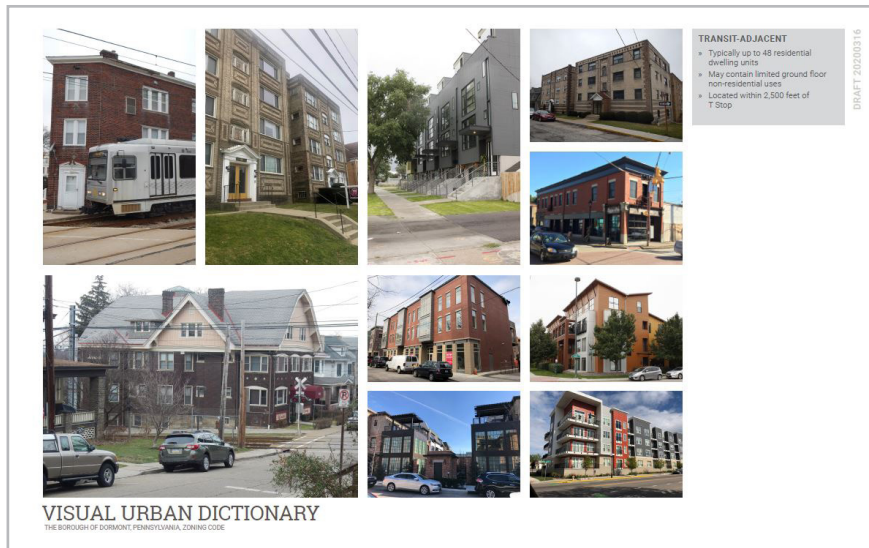
Andrew Bowsher (formerly in Reynoldsburg, now with Sidney, OH - also a ZoneCo client)
City Manager
201 W Poplar Street
Sidney, OH 45365
(937) 498-8110
abowsher@sidneyoh.com

Project Staff: Sean Suder, Jocelyn Gibson

ZONECO++

DORMONT, PENNSYLVANIA

ZONING ORDINANCE UPDATE



PROJECT SCOPE

A modern, streamlined, and updated Zoning Ordinance, with transit-oriented and form-based elements.

GEOGRAPHY

Pittsburgh Metropolitan Area

SKILLS AND TECHNIQUES

- Transit-Oriented Standards
- Full Code Diagnostic
- Calibration of Development Standards and Regulations
- Form-Based Standards
- Mixed-Use Standards
- Design Standards
- Development Pattern Districting

- Floodplain Standards
- Visual Urban Dictionary

PROJECT OVERVIEW

The Borough of Dormont, Pennsylvania, has engaged the team of ZoneCo and YARD & Company to help modernize its zoning ordinance. As one of Pittsburgh's several transit-oriented inner ring suburbs, Dormont seeks to build on the momentum created by recent regional transit-oriented development planning efforts. The team will craft a zoning ordinance that not only allows for context sensitive infill development and adaptive reuse but enables the borough to capitalize on several light rail stations and bus stops. The process

includes active engagement and education; the testing of new ideas and zoning concepts to determine the most appropriate content; and a user-friendly tool to guide growth.

MUNICIPAL PROJECT MANAGER REFERENCE

Benjamin Estell
Borough Manager
1444 Hillsdale Avenue,
Pittsburgh, PA 15216
(412) 561-8900
bestell@boro.dormont.pa.us

*Project Staff: Sean Suder,
Nolan Nicaise*

ZONE^{CO}++

WORK SAMPLES

Please find the full **Reynoldsburg, OH Zoning Code** here:

<https://publizr.com/reynoldsburg/reynoldsburg-zoning-code?html=true#/0/>

Please find the **South Bend, IN Zoning Regulations** here (ZoneCo Subconsultant):

<http://docs.southbendin.gov/WebLink/Browse.aspx?dbid=0,0&startid=291740&row=1&cr=1>

Please find the **Dormont, PA Development Code** here:

http://boro.dormont.pa.us/wp-content/uploads/2021/05/20003-CodeBook-5_6_21.pdf

Please find the **Bowling Green, OH Gateway District** here:

<https://www.bgohio.org/wp-content/uploads/2020/02/Draft-Gateway-Zoning-District-2-3-2020.pdf?x33100>

Please find the full **Sidney, OH Zoning Code** here:

https://codelibrary.amlegal.com/codes/sidneyoh/latest/sidney_oh/0-0-0-47125

Please find the **Litchfield, CT Zoning Regulations** here (Completed by Sean Suder):

https://www.townoflitchfield.org/sites/g/files/vyhlif796/f/uploads/scrivners_errors_sept_2019.pdf

Please find the full **Marysville, OH Zoning Code** here:

https://www.marysvilleohio.org/DocumentCenter/View/4375/Marysville-Zoning-Code_Revised-as-of-111920

Please find the **Winchester Winsted, CT Zoning Regulations** here (Completed by Sean Suder):

https://www.townofwinchester.org/sites/g/files/vyhlif1461/f/uploads/zoning_regulations_-_approved_12_09_2019.pdf



ERIC ANDERSON, AICP

Project Manager

Eric is a Community Planner in with more than 15 years of experience in a variety of project types including neighborhood plans, streetscapes, plazas, bicycle and pedestrian facilities, parks, signage/wayfinding, public spaces and infrastructure. Eric's experience and graphic skills aid our clients in visualizing their concepts and ideas. His LEED AP for Neighborhood Development provides our clients with a resource for the design and development of neighborhoods that meet accepted high levels of environmentally-responsible, sustainable design.

EDUCATION

Bachelor of Urban Planning
University of Cincinnati

PROFESSIONAL REGISTRATION

American Institute of Certified Planners (AICP)

Certified Professional Services Marketer (CPSM)

PROFESSIONAL AFFILIATIONS

American Planning Association
Past Director, Cincinnati Section
President-elect, Ohio Chapter

Society for Marketing Professional Services
President, Greater Cincinnati

YEARS OF EXPERIENCE

17 years of experience
15 years with KZF

RELEVANT EXPERIENCE

Colerain Avenue Sidewalks • Colerain Township, OH

Colerain Township, OH

KZF provided transportation planning, access management and urban design services to beautify and improve safety for vehicles, pedestrians, bicyclists and transit users for 4.75 miles of Colerain Avenue within Colerain Township.

Bicycle Transportation Plan • Cincinnati, Ohio

City of Cincinnati, Ohio

Planning, engineering and public involvement for development of a Bicycle Transportation Plan for the City of Cincinnati. Plan evaluates existing transportation infrastructure and provides a long-term vision for a citywide bicycle network to serve all types of bicycling trips and users. The plan includes recommendations throughout the City, implementation strategies, funding alternatives and supporting policies.

Wasson Way Trail Feasibility Study • Cincinnati, Ohio

Wasson Way Non-profit Organization

Civil/structural engineering, planning and cost estimating services for a feasibility study for a 6.5 mile trail that runs along the Wasson Way Corridor. GIS mapping was used to develop base maps, public involvement materials, field data and graphics.

Downtown Anderson Vision Plan • Anderson Township, OH

Anderson Township, OH

Update of Beechmont Avenue Vision Plan originally developed by KZF engineers and planners in 2005. The Vision Plan suggests how Beechmont Avenue should be developed, through a central outdoor public plaza, streetscape enhancements, pedestrian facilities, building placement and character, improved vehicular access/circulation and building facade improvements.

Oxford Area Trail Master Plan • Oxford, Ohio

City of Oxford, Ohio and OKI

KZF provided GIS mapping, map production and preliminary engineering services to quickly and efficiently estimate expected project costs. Cost figures and mapping are currently being used by the City to achieve the overall goals, programming and construction of an eight-mile loop trail around the City of Oxford.

Ancor Area Land Use Plan Update • Anderson Township, OH

Meisner+Associates

Working with Meisner+Associates, KZF provided engineering and planning analysis for community infrastructure (roadways, traffic, sidewalks, utilities, etc) to update, guide and promote development of the current Ancor Area for the Township, including public participation.



SEAN SUDER

LEAD PRINCIPAL
AND PROJECT MANAGER

ssuder@thezoneco.com

www.thezoneco.com

513.694.7500

455 Delta Avenue, Suite 203

Cincinnati, OH 45226

ABOUT

As a city planner and lawyer who has worked in both the private and public sectors, Sean combines his technical and practical knowledge and experience with innovative zoning methodologies. In his role as the City of Cincinnati's chief land use counsel, Sean served as lead counsel for the award-winning Cincinnati form-based code and historic preservation ordinances. He is a national authority on innovative zoning methods and practices, including Development Pattern Districting (DPD), our widely-acclaimed intuitive zoning approach.

EDUCATION

JURIS DOCTOR
UNIVERSITY OF VIRGINIA SCHOOL
OF LAW

BACHELOR OF URBAN AND
ENVIRONMENTAL PLANNING
UNIVERSITY OF VIRGINIA

CREDENTIALS

Leadership in Energy and
Environmental Design
Accredited Professional
(LEED®AP)

Admitted to practice law in OH,
KY, IN, and D.C.

PROFESSIONAL ASSOCIATIONS

- Congress for the New Urbanism
- Form-Based Code Institute
- Heritage Ohio
- Urban Land Institute
- American Planning Association

PAST EXPERIENCE

ZoneCo

Lead Principal and Founder (2016 - Present)

(Prior: Calfee Zoning, 2016-2020); Graydon Land Use Strategies, LLC, 2014-2016) Sean consults with communities of all sizes on crafting zoning regulations that are consistent, clear, usable and defensible. As an experienced private sector land use lawyer with extensive local government experience, Sean brings a unique perspective and experience to zoning codes.

City of Cincinnati

Chief Counsel, Land Use and Planning (2010-2014)

As Chief Counsel for Land Use and Planning for the City of Cincinnati, Sean worked with a team of city staff, consultants, elected officials, and citizens to develop legally defensible zoning and land use regulations that reduced regulatory risk to property owners, increased certainty for the community, and reduced litigation risk and expense for the city. Sean served as lead counsel for Cincinnati's Historic Preservation Code (Winner of the 2012 Cincinnati Preservation Award), Cincinnati Land Development Code, which includes the City's first stream corridor protection overlay district, and Cincinnati Form-Based Code (Winner of CNU 22 FBC Award), all of which was funded by a 2010 HUD Sustainable Communities Challenge Grant.

Adjunct Professor/Speaker/Author

Sean has served as an Adjunct Professor of Land Use Law at the University of Cincinnati College of Law and has spoken at planning conferences across the country.

RELEVANT PROJECT EXPERIENCE

PROJECT MANAGER Sean served as project manager for the following comparable projects:

- Reynoldsburg, OH: Zoning Code Update
- Gahanna, OH: Zoning Code Update
- Dormont, PA: Zoning Code Update
- Sidney, OH: Zoning Code Update
- Bowling Green, OH: Gateway District / Code Re-write
- Germantown, TN: Zoning Code Audit
- South Bend, IN: Zoning Code Peer Review Services
- Avondale Estates, Ga: Zoning Code Audit
- North Canton, OH: Main Street Districts Development and Full Zoning Code Re-Write
- Westerville, OH: Legal Counsel And Subsequently Retained As Project Manager
- Vienna, VA: Zoning And Subdivision Code Update
- Winchester/Winsted, CT: Zoning Ordinance Update
- Kent County, MD: Land Use Ordinance Update
- Litchfield, CT: Zoning Ordinance Update



NOLAN NICAISE

URBAN & ENVIRONMENTAL PLANNER

ABOUT

Nolan is an urban planning, environmental science, and policy professional. He has worked as a planner, scientist, environmental policy specialist, higher education program administrator, lecturer, consultant, research assistant, and leader.

He holds an MA degree in Urban and Environmental Policy and Planning from Tufts University and a BS degree in Biology from the University of Dayton, where he focused on water science.

EDUCATION

MA, URBAN AND
ENVIRONMENTAL POLICY
TUFTS UNIVERSITY

BS, BIOLOGY, SUMMA CUM
LAUDE
UNIVERSITY OF DAYTON

PROFESSIONAL ASSOCIATIONS

- Congress for the New Urbanism
- Indiana Sustainability Development Network
- Urban Land Institute

PAST EXPERIENCE

ZoneCo, Urban & Environmental Planner (2021-Present)

Nolan combines real-world planning experience with a depth of knowledge about environmental policy. Additionally, Nolan has excellent composition, mapping, and long-range planning acumen. He has a range of experience across the Midwest, including public sector experience, which means he understands the complexity of administering a zoning code.

Planning and Development Services of Kenton County, Planner, (2020)

Prior to joining ZoneCo, Nolan received public sector experience in Kenton County, Kentucky. He was engaged in a variety of planning activities for smaller municipalities within Kenton County, including zoning administration, mapping, and long-range planning.

Parsons Corporation

Planner & Environmental Scientist, (2017-2019)

Nolan evaluated environmental impacts of proposed pipeline construction projects, coordinate with local, state, and federal officials to determine environmental permitting requirements, prepare and submit permit applications to governmental agencies, and inspect construction sites to ensure compliance.

He specialized in stormwater regulations and site design (stormwater pollution prevention plans, as part of the National Pollutant Discharge Elimination System), threatened and endangered species protections, and dredge and fill activity permitting (Clean Water Act Section 404).

Nolan Provided scientific monitoring support for environmental remediation sites, such as oil terminals and industrial landfills. He regularly coordinated with state environmental protection agencies, state departments of natural resources, local soil and water conservation districts, and the US Army Corps of Engineers.

RELEVANT PROJECT EXPERIENCE

URBAN AND ENVIRONMENTAL PLANNER NOLAN SERVED AS A PLANNER ON THE FOLLOWING PROJECTS:

- Dormont, PA: Zoning Code Update
- Bowling Green, OH: Gateway District Development And Subsequently Retained For A Full Zoning Code Re-Write
- Sidney, Ohio: Full Code Re-write
- Vienna, VA: Zoning And Subdivision Code Update
- Kent County, MD: Land Use Ordinance Update
- Plain City, OH: Zoning Code Update
- Gahanna, OH: Zoning Code Update
- Stow, Ohio: Zoning Diagnostic Report



JOCELYN GIBSON

SENIOR PLANNER

ABOUT

Jocelyn has always been passionate about zoning as a vehicle for bringing about change in the built environment. As a City Planner in the public sector, she took special interest in Zoning Hearings and the every day development decisions that lead to profound change over time. She has both public and private sector code writing and planning experience, supplemented by private sector real estate experience.

EDUCATION

MASTERS OF COMMUNITY
PLANNING
UNIVERSITY OF CINCINNATI

BACHELOR OF ARTS,
INTERNATIONAL AFFAIRS
UNIVERSITY OF CINCINNATI

PROFESSIONAL ASSOCIATIONS AND CIVIC ENGAGEMENT

- Board Member, Congress for the New Urbanism
- Chair, Midwest Chapter of the Congress for the New Urbanism (2017-2021)
- American Planning Association, Diversity, Equity & Inclusion Committee, and Legislative Committee
- President, City of North College Hill Board of Zoning Appeals
- Trustee, Camp Washington Community Council
- Board Member, Camp Washington Community Board (CDC)

PAST EXPERIENCE

ZoneCo, Senior Consultant and Planner (2018-Present, Formerly called Calfee Zoning)

Jocelyn brings both private and public sector experience in the areas of urban planning and corporate real estate. Jocelyn is a perfect fit with ZoneCo due to her passion for zoning as a way to bring long-range planning visions into reality. Her cross-section of urban planning with real estate experience ensures that she is attentive to the needs of both the community, its people and their quality of life, and also the needs of businesses and institutions.

CBRE Group Senior Client Strategy & Consulting Analyst (2015-2018)

In her role with CBRE, Jocelyn evaluated the real estate portfolios of large corporate clients in an effort to optimize their real estate expenditure across the globe. She helped clients visualize portfolios, expenditure and potential savings in unique and accessible ways. Jocelyn has worked with industrial, commercial and office real estate portfolios. She utilized mapping and analytics tools to evaluate locations, consolidations, and workspace planning. Her clients included several Fortune 500 companies.

City of Cincinnati City Planner (2013-2015)

Jocelyn served as a City Planner with the City of Cincinnati during the final stages of completion of the award-winning Comprehensive Plan, the creation of the City's award-winning Form-Based Code, and the creation of the City's Land Development Code. Jocelyn participated in all of these efforts, in addition to regular recommendations and presentations to the City Planning Commission and City Council. Jocelyn also gave zoning recommendations to the City's Zoning Hearing Examiner.

RELEVANT PROJECT EXPERIENCE

SENIOR CONSULTANT JOCELYN SERVED AS A SENIOR CONSULTANT FOR THE FOLLOWING PROJECTS:

- Bowling Green, OH: Gateway District Development And Subsequently Retained For A Full Zoning Code Re-Write
- North Canton, OH: Main Street Districts Development
- Vienna, VA: Zoning And Subdivision Code Update
- Kent County, MD: Land Use Ordinance Update
- Sidney, OH: Zoning Code Update
- Westerville, OH: Code Re-Write
- Greenwood, IN Code Re-Write
- City of Cincinnati Land Development Code (while working in city government)
- City of Cincinnati Form-Based Code (while working in city government)



LYNN ZUCH, AICP, LEED AP

Community Planner

Lynn joins KZF as a Project Manager after spending four years as a Planner with Miami Valley Regional Planning Commission. Lynn is a certified planner with bachelor's and master's degrees in design and planning. Her professional career has specialized in regional and community planning, facilitation, campus planning, transportation corridor planning, facility programming and master planning, grant applications and bridge aesthetics. Lynn has experience working on local, county, regional, state and federal projects.

EDUCATION

Bachelor of Environmental Design

Miami University

Master of City and Regional Planning

The Ohio State University

PROFESSIONAL REGISTRATION

American Institute of Certified Planners (AICP)

LEED Accredited Professional

PROFESSIONAL AFFILIATIONS

American Planning Association

Member

YEARS OF EXPERIENCE

20 years of experience

1 year with KZF

RELEVANT EXPERIENCE

Colerain Avenue Corridor Study • Cincinnati, Ohio

Colerain Township

KZF provided planning and engineering services for the study of 4.5 miles of Colerain Avenue – a congested, state-maintained roadway in Colerain Township. Since its widening in the 1960's, access management, safety, and achieving desirable development patterns have been challenges. The study makes recommendations focusing on safety and beautification, and includes landscape medians, restricting left turns with median u-turns, streetscape improvements, gateways/signage, sound access management principles, redevelopment strategies.

The Beechmont Plan • Cincinnati, OH

Anderson Township, Ohio

KZF has been working on the planning, development, access and traffic along Beechmont Avenue for more than 20 years. Over this time frame, the Township developed 10 plans for this stretch of roadway, including traffic, access, landscape, urban design, leading to a muddled vision of Beechmont Avenue. As part of this continued work, KZF provided planning, traffic and civil engineering services to consolidate all applicable plans along Beechmont Avenue – creating a single document addressing the needs of the area and a vision for the future for Township, State or County initiatives enhancements.

Loveland Bike Connector Study • Cincinnati, OH

City of Loveland, Ohio

Feasibility study to evaluate improved connections from Loveland-Madeira Road to the Little Miami Trail through downtown Loveland. Includes examining alternatives/ options for implementation, potential funding sources, and examination of the technical, operational, and financial aspects of the project.

RELEVANT EXPERIENCE (performed at previous employers)

Going Places, an Integrated Land Use Vision for Miami Valley Region • Dayton, OH

Miami Valley Regional Planning Commission

Principal Planner to develop a regional plan for 3+ counties and 840,000 residents in greater Dayton area. Lynn's role was to provide strategic planning expertise to produce a strong planning tool, work as liaison with consultant, coordinate and participate in committee and public meetings, and document technical planning process and results including a set of 11 implementation tools. Lynn managed and facilitated production of a final summary of the 7-year project. Developed a consensus driven approach for internal team to ensure the document captured the spirit of the project, its importance, public engagement contributions, and how MVRPC is moving forward with the vision. Once complete, managed creation of MVRPC's internal 5-year business plan for development of implementation tools. Project received 2016 Medium Metro Achievement Award from the National Association of Regional Councils.



NOAH PENNEKAMP

GIS Specialist

Noah joins KZF Design as a graduate of the University of Cincinnati, College of Design, Art, Architecture, and Planning. As a Planning intern with KZF, Noah played a key role with hands-on design experience with such projects as the Colerain Avenue Corridor Study and Cincinnati State Community & Technical College Main Building Renovation Planning & Design.

EDUCATION

Bachelor of Urban Planning
University of Cincinnati

YEARS OF EXPERIENCE

2 years of experience

RELEVANT EXPERIENCE

Colerain Avenue Corridor Study • Colerain Township, OH

Colerain Township, OH

KZF is currently providing transportation planning, access management and urban design services to beautify and improve safety for vehicles, pedestrians, bicyclists and transit users for 4.75 miles of Colerain Avenue within Colerain Township.

Interchange Gateway Concept Plan • Troy, OH

Tipp City, OH

KZF is currently providing planning, design, construction and phasing schedule of gateway elements at I-75 and OH-571 highway interchange.

Glenwood Gardens to Winton Woods Multi-Use Trail • Cincinnati, OH

Great Parks of Hamilton County

KZF is providing project management, planning, and engineering, including development of a Public Involvement Plan, project scheduling pre-design research and analysis, for an asphalt shared use trail within the Parks that provides multi-modal transportation functions, as well as for an entrance drive. The goal to incorporate best practices to create a more accessible and inviting pedestrian network, improved bicycle mobility, and increased user safety / traffic calming measures.

Future Infrastructure Roadmap • Cape Canaveral, FL

US Space Force, 45th Space Wing

Study and infrastructure report to prepare Patrick SFB and Cape Canaveral Space Force Station to support the US Space Force and commercial space industry. The study includes: evaluate all launch infrastructure, determine limitations and constraints to launch capabilities, identify areas where resiliency is missing, and provide a long-term plan to support multiple launches per day throughout the year, while allowing maintenance activities to take place and be unimpacted by these critical events. Project Cost: \$2,399,288 (fee) .

Berry Lawn Pocket Park • Lebanon, OH

City of Lebanon, OH

KZF Design provided planning and civil, electrical and structural engineering to design a new pocket park that will activate the street in front of Berry Elementary School and improve connectivity along Broadway Street between downtown and a nearby mixed-use development. The design takes cues from Lebanon's downtown streetscape and features a meandering pathway with seating and swings, landscaping, controllable LED lighting, memorial wall and improved signage for Berry Elementary School.



ABBY STAINFIELD, AICP

Community Planner

Abby is an Urban Planner with over 5 years' experience in municipal infrastructure design and park planning. She has a passion for revitalizing public spaces and has a bachelor's in architecture and master's degree in urban planning from Kent State University. Abby has experience in a variety of project types including parks, public spaces, signage/wayfinding, streetscapes, and infrastructure.

EDUCATION

Bachelor of Architectural Studies

Kent State University

Master of Urban Design

Kent State University

PROFESSIONAL REGISTRATION

American Institute of Certified Planners (AICP)

YEARS OF EXPERIENCE

5 years of experience

1 year with KZF

RELEVANT EXPERIENCE

Future Infrastructure Roadmap • Cape Canaveral, FL

US Space Force, 45th Space Wing

Assistant Project Manager for a study and infrastructure report to prepare Patrick SFB and Cape Canaveral Space Force Station to support the US Space Force and commercial space industry. The study includes: evaluate all launch infrastructure, determine limitations and constraints to launch capabilities, identify areas where resiliency is missing, and provide a long-term plan to support multiple launches per day throughout the year, while allowing maintenance activities to take place and be unimpacted by these critical events. Project Cost: \$2,399,288 (fee).

Nisbet Park Master Plan • Loveland, OH

City of Loveland, OH

KZF provided park master planning services to the City of Loveland to develop a plan to renovate the existing Nisbet Park. Work included visioning, master planning, phasing, funding strategy, and cost estimating. A key part of the plan was public input. KZF developed two concept designs that were presented to the public, and after a feedback period, was developed into a final master plan.

Colerain Avenue Sidewalks • Colerain Township, OH

Colerain Township, OH

KZF provided transportation planning, access management and urban design services to beautify and improve safety for vehicles, pedestrians, bicyclists and transit users for 4.75 miles of Colerain Avenue within Colerain Township.

RELEVANT EXPERIENCE (at previous employer)

Clapp & Mackenzie Dog Parks • Lubbock, TX

City of Lubbock, TX

Park planning, construction documentation, and construction management for the design and construction of the City of Lubbock's first public dog parks. The Mackenzie (3.66 acres) and Clapp (1.41 acres) Dog Parks included a 5-foot chain-link fence, double gates into separate small and large dog areas, site furnishings, landscaping, new automated irrigation system, entry sidewalks, signage, and doggy bag stations.

Jennings Park Walking Trail • Lubbock, TX

City of Lubbock, TX

Park planning, construction documentation, and construction management for the design and construction of new 1-mile walking trail at Jennings Park. The project included a 6-foot wide crushed granite walking trail with a 9" mow curb, concrete drainage inlet with pedestrian bridge, trail signage, and irrigation modifications.



TIM SHARP, RA, LEED AP BD+C, Esq.

Architect & Planner

Tim is a Principal at KZF with experience in design, project management, organization and legal expertise. As a project leader, he is experienced in urban design and park planning, transportation infrastructure, streetscapes, neighborhood plans, plazas, and bicycle/pedestrian facilities. He is also a lawyer, counseling construction, design, development and government clients on legal issues related to design/build and construction. He has also served as President of the Port of Greater Cincinnati Development Authority.

EDUCATION

Bachelor of Architecture

University of Cincinnati
College of DAAP

Juris Doctor

Northern Kentucky University
Chase College of Law

PROFESSIONAL REGISTRATION

Architect

OH

Attorney

OH

LEED Accredited Professional

YEARS OF EXPERIENCE

32 years of experience

RELEVANT EXPERIENCE

Smale Riverfront Park • Cincinnati, OH

City of Cincinnati and Cincinnati Park Board

Planning, architecture, civil, structural, mechanical, plumbing, and electrical engineering, street lighting and utilities services to the Cincinnati Park Board and US Army Corps of Engineers on a variety of projects focusing on Riverfront development specifically in the area of greenspace and parks. Nick has played a central role in several phases of the project, including working on the Great Adventure Playground, Ohio River Trail, Sycamore Overlook, Walnut Street Event Lawn, and others.

Summit Park Infrastructure • Blue Ash, OH

City of Blue Ash, OH

Site/civil, grading, drainage, utility, traffic, roadway, MEP design and engineering to develop \$12M in infrastructure improvements for the park. Project converts 200-acre airport site into a world-class park and recreation hub. Infrastructure work included site demolition and clearing, grading, drainage and earthwork, utilities (storm, sewer, water, gas and electric), roadways, sidewalks and walking/biking paths, lighting, performance stage, rainwater harvesting ponds, irrigation and discovery play area.

The Banks Infrastructure Plan • Cincinnati, OH

City of Cincinnati, OH

Infrastructure plan to identify options, construction costs, constructability and phasing for the central riverfront infrastructure (streets and utilities).

Fort Washington Way • Cincinnati, OH

City of Cincinnati, OH

Architectural and engineering services for the reconfiguration of Fort Washington Way, an urban segment of I-71 along the edge of downtown Cincinnati. Specifically, urban/streetscape design, exterior lighting and communications design services.

RELEVANT EXPERIENCE (at previous employer)

Urban Design Plans • Cincinnati, OH

City of Cincinnati, OH

Mt Washington Neighborhood Business District, Columbia Tusculum NBD, University Village/Corryville NBD, Northside NBD, Evanston NBD, West Price Hill NBD, East Price Hill NBD, South Fairmont NBD, West End NBD, Oakley NBD, Mt. Airy NBD, Riverside Urban Design, Madeira Business District, Cincinnati 2000 Plan Updates.

Streetscapes and Public Right-of-Way • Cincinnati, OH

City of Cincinnati, OH

Corryville (Vine St) Phases 1 & 2, Eastern Avenue Phase 1&2, Northside (Hamilton Ave) Phases 1 & 2, Race Street Phasing Plan, Fountain Square North – Sixth Street.

PROJECT WORK PLAN: OVERVIEW

1 Diagnose

The first module of this project is Diagnose. The main objective is to understand current planning practice and all of the dynamics of administration, procedures, common bottlenecks, and outdated regulations.

We will compare and score your current ordinance against goals from the Colerain Township's 2009 Plan, other long-range plans, and any other articulated land use goals. Stakeholders/staff will be consulted for input.

We will summarize our findings into a Diagnostic Report. This report helps to orient the project, provides insight into focus areas, and allows us to create a prioritized list of objectives for updates. We will outline any suggested changes to zoning districts for review.

2 Calibrate

Once changes to district composition have been finalized, we will move into calibrating base regulations of the Ordinance. We will present a Calibration Table that lays out all proposed regulation alongside existing regulations within a table format. We will work with you to prepare a draft map so that suggested changes can be viewed alongside the map.

The Calibration module creates efficiencies; when we begin to draft new language, the base regulations will be hashed out and the team can focus on the document text. We will create an administrative inventory and assess how processes could be adjusted.

3 Codify

Once the base regulations, updated use tables, and administrative inventory have been revised, we will draft the language of the Ordinance. At the close of the calibrate module, our designers will draft graphics and visuals.

The process of fleshing out the base regulations in advance of the codification means that the team can focus on the document style and readability, language consistency, the efficacy of graphics as visual aids, and ensuring that revisions and feedback are effectively translated into the document.

A public review draft of the ordinance will provide the public an opportunity to review and submit comments/revisions prior to producing a final draft of the ordinance.

OUR PROCESS

ZoneCo employs a three-module approach for delivering ordinance updates that is intuitive and streamlined, and the summary above provides an overview of this process. Public engagement will be prioritized throughout this process to ensure that we are attentive to community perspectives and feedback, particularly in the Calibrate and Codify modules. Our module-based approach encapsulates all of the items listed your RFP. Through our many zoning projects, this approach has maximized meaningful collaboration and project schedules.

PROJECT WORK PLAN DETAIL

Project Initiation & Orientation (Month 1)

- a. Kick-Off Meeting. We will initiate the project with a kick-off meeting. We will review project goals, timeline, work approach, and the public outreach and engagement strategy. We will work with staff to populate a Steering Committee and create a meeting schedule.
- b. Plan Review. We will begin with a robust planning document review, including the existing Ordinance, Maser Plan, and any relevant forms or documents. We will review variance requests and decisions to understand where relief from the ordinance is being sought. We will furthermore review development patterns, corridors, district, and neighborhoods within the Township via driving tour.
- c. Staff/Stakeholder Feedback. We will create a supplementary form that we will distribute to staff and stakeholders which compiles comments about where they feel there is most opportunity for change or revision. We will also interview stakeholders.

Module 1: Diagnose (Months 2-3)

- a. Draft Diagnostic Report. At the close of the previous task, we will have an understanding of current planning practice in the Township and we will draft a Diagnostic Report that outlines exactly how the current Ordinance compares with the objectives for the built and natural environment. We undertake a thorough line-by-line analysis that provides detailed notes for every section within a matrix. The matrix scores the entire Ordinance, and the findings from this exercise are subsequently distilled and summarized within the Diagnostic Report.
- b. Prioritized List of Changes and Updates. As we finalize the Diagnostic Report, we will create a

prioritized list of changes and updates. We will begin to uncover how zoning districts could be re-organized or updated. At the close of this task, we will provide the Township with the deliverables listed below.

Deliverables:

- Project website - The consultant team will collaborate with the Township to provide content to incorporate into your website
- Diagnostic Report accompanied by the line-by-line scoring matrix
- Outline of zoning district changes and map
- A draft table of contents which will display how we intend to re-organize the Ordinance
- A mock-up of the document design style for review

Module 2: Calibration (Months 3-6)

- a. Base Regulations. In the previous tasks, we outlined zoning district changes and created a prioritized list of updates for the Ordinance. We will lay out base regulations for the various sections of the Ordinance, like districts and generally applicable regulations within a table format which we call the “Calibration Table”.
- b. Calibration Table. The Calibration module creates efficiencies; when we begin to draft new language, the base regulations will be fleshed out and the team can focus on the document text, graphics, and readability. This also gives the community the opportunity to be integrated into the process before there is a fully drafted document.

PROJECT WORK PLAN DETAIL

- a. Review & Test. We will hold an internal review of the Calibration Table with staff and then test the base regulations with residents and other stakeholders at a public forum. Our team will develop visual aids and educational materials to increase the efficacy of engagement, and ensure that we are adequately conveying how zoning affects everyday life. We will seek out community groups to engage, especially those that serve traditionally underrepresented populations.
- b. Diagrams & Graphics. When the calibration table is finalized, we will create graphics that will make the Ordinance more readable and user-friendly.

Deliverables:

- Draft Calibration Table
- Final Calibration Table

Meetings:

- Forum to review Base Regulations / Calibration Table

Module 3: Codification (Months 7-16)

- a. Ordinance Language. We recommend that as we undertake the drafting process, that we deliver the new Ordinance language in sections. We can work with you to prioritize section delivery. Some sections are intuitive to review together, like districts (which includes permitted uses) and special use standards.
- b. First Draft & Public Review Draft. When all sections have been drafted and reviewed by the project team, we will have the first draft ready for the public forum. We will have graphics completed at this time. We will work with staff to coordinate the public forum to review the document. We will create an inventory of

feedback received during the forum and integrate it into the document and the map. The draft Ordinance should also be available online along with a means for submitting comments electronically.

- c. Final Draft. A public review draft will garner additional comments, after which we will produce a final draft of the Ordinance.
- d. Adoption. Our team will attend adoption meetings, record comments/feedback, and make revisions as the new ordinance moves toward adoption.

Deliverables:

- Draft Ordinance
- Public Review Draft of Ordinance
- Final Ordinance

Meetings:

- Forum to Review Draft Ordinance Language
- Presentation of Draft Ordinance
- Presentation of Final Ordinance (after all revisions from draft are made)
- Adoption Meetings with Township Officials
- Staff training/ordinance review, or post- adoption services could be added as an additional scope item



Public Outreach & Engagement Strategy

We will collaborate with the Township to design and implement community outreach and engagement for the code update. We will learn about the ways in which Gaithersburg's Township administration, institutions, and civic-focused organizations communicate with their respective constituencies, and integrate those existing platforms where possible. These could include websites, e-newsletters, blogs, social media, radio, newspaper, and other methods. The following is the general framework for how we will approach public and stakeholder engagement in the Township.

- a. **Create Identity.** One of the first decisions to make is how to name this project or process. The name should be interesting and engaging. All outreach materials should include the logo.
- b. **Key Community Groups.** It is important that this project engage a variety of demographics, geographies, and citizenry, especially groups that are frequently under-represented at public meetings. Working with staff to develop a list of community groups to engage will position us to better ensure that we've reached out to a diverse set of community members.
- c. **Create an FAQ/De-Jargon Guide.** Key to this process is that residents and other stakeholders have the same baseline information and understanding of this initiative, its goals, potential outcomes, and make sure to build an understanding of why zoning is important. Our team uses innovative visual and de-jargoning techniques to make sure that residents can easily absorb planning concepts.
- d. **Develop/Update Web Site.** The project should have a presence on the Web. We will work with the Township to create a dedicated webpage - it will serve as a repository for project information, updates, deliverables, important dates, etc. We can provide Township staff to provide language and images for the selected social media accounts upon request.
- e. **Planning Pop-Ups.** Traditional public meetings are not well-suited for modern busy lifestyles. Our planning pop-ups bring the plan directly to the community by participating in local events, festivals, and gatherings. By "popping up" at places where residents and stakeholders are already attending, we can educate and engage with a diverse audience. These ongoing opportunities for public involvement feature informational tools, mapping exercises, and thematic activities.
- f. **Appropriate Mix of Engagement Sessions.** We will work with the Township to ensure that our format for meetings works for the community. There will also be an array of virtual engagement options. We will custom-tailor engagement to this community.

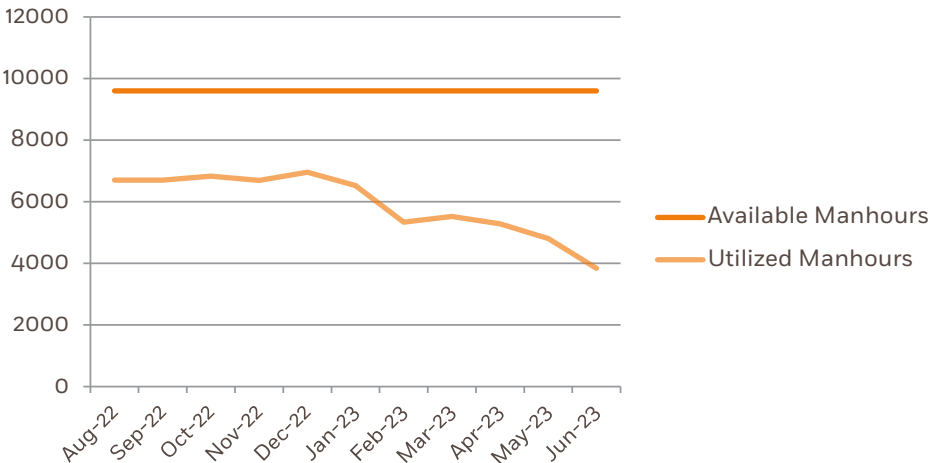
All of the elements of the community outreach and engagement process will be organized into a matrix that describes each element, assigns responsibilities among the consultant/Township team and the Steering Committee, and sets a timeline for their deployment. As stated in our project approach, our three-module approach ensures that engagement occurs at key points in the project so that engagement and feedback is integrated in a meaningful way.

Timelines and Workload



All key members of the proposed project team are available and their workloads will allow them to dedicate their time to this contract.

KZF has more than 70 additional professional and technical staff available to fulfill project requirements as-needed to meet your project schedule. Our team has sufficient and available staff capacity to provide timely and responsive service. With this strength in number of design professionals, our team has the capability to manage staff availability given the current workload at the time of any assigned task. Throughout our successful track record of term contracts, this systematic approach has allowed our team to meet our client’s project time constraints.



KZF Design and our consultant team is committed to meeting your project schedule goals.

Conflicts of Interest

KZF Design does not know of any conflicts of interest in accepting an award of this contract with Colerain Township.

Legal Disclosure

KZF Design is in good financial standing. In business since 1956, we have never filed for bankruptcy and do not have any pending legal action.

Cost Proposal

Compensation to KZF Design for completion of the services described herein shall be a lump sum fee as follows:

ZONING RESOLUTION AMENDMENT

Project Initiation & Orientation	\$4,500
Module 1: Diagnose	\$18,000
Module 2: Calibration	\$22,500
Module 3: Codification	\$45,000
FEES	\$90,000
Estimated Reimbursable Expenses	\$2,000

TOTAL PROJECT COST **\$92,000**

Sample Proposal

Included in the following pages.

7/29/2022

Jarrold Alig ▪ Zoning Administrator
Colerain Township
4200 Springdale Rd ▪ Colerain Township, OH 45251

Subject: Proposal for Comprehensive Zoning Resolution Amendment

The KZF Design team is pleased to present Colerain Township (CLIENT) with this proposal for professional planning services for the Comprehensive Zoning Resolution Amendment project. This proposal will remain valid until September 30, 2022.

PROJECT UNDERSTANDING

Colerain Township wishes to update the current Colerain Township Zoning Resolution to better align with the recently adopted Comprehensive Plan, Imagine Colerain. Ultimately, the desire is to amend the Zoning Resolution to allow Colerain Township to effectively implement sound planning and development practices to guide Colerain Township to becoming the premier location within the Cincinnati area for businesses and families in which to live, work and play.

CONSULTANT TEAM & ROLES

KZF Design – Lead firm, project management, architectural guidelines, revisions the township's zoning GIS files and provide final zoning map development and presentation production, development of final document deliverable design and production, exhibits and images, as well as creation of final accessible, interactive (electronic device compatible, Word Document, PDF, and Geodatabase / shapefiles), and user-friendly versions of the Resolution and Map for use by both the public and Township officials and staff

ZoneCo – technical zoning code development and update/amendment work

SCOPE OF WORK

The following list of tasks is required to develop the facility master plan:

Project Initiation & Orientation (Month 1)

- a. Kick-Off Meeting. We will initiate the project with a kick-off meeting. We will review project goals, timeline, work approach, and the public outreach and engagement strategy. We will work with staff to populate a Steering Committee and create a meeting schedule.
- b. Plan Review. We will begin with a robust planning document review, including the existing Ordinance, Master Plan, and any relevant forms or documents. We will review variance requests and decisions to understand where relief from the ordinance is being sought. We will furthermore review development patterns, corridors, district, and neighborhoods within the Township via driving tour.
- c. Staff/Stakeholder Feedback. We will create a supplementary form that we will distribute to staff and stakeholders which compiles comments about where they feel there is most opportunity for change or revision. We will also interview stakeholders.

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- a. Draft Diagnostic Report. At the close of the previous task, we will have an understanding of current planning practice in the Township and we will draft a Diagnostic Report that outlines exactly how the current Ordinance compares with the objectives for the built and natural environment. We undertake a thorough line-by-line analysis that provides detailed notes for every section within a matrix. The matrix scores the entire Ordinance, and the findings from this exercise are subsequently distilled and summarized within the Diagnostic Report.
- b. Prioritized List of Changes and Updates. As we finalize the Diagnostic Report, we will create a prioritized list of changes and updates. We will begin to uncover how zoning districts could be re-organized or updated. At the close of this task, we will provide the Township with the deliverables listed below.

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- Forum to review Base Regulations / Calibration Table

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- d. Adoption. Our team will attend adoption meetings, record comments/feedback, and make revisions as the new ordinance moves toward adoption.

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- Final Ordinance

Meetings:

- Forum to Review Draft Ordinance Language
- Presentation of Draft Ordinance
- Presentation of Final Ordinance (after all revisions from draft are made)
- Adoption Meetings with Township Officials
- Staff training/ordinance review, or post- adoption services could be added as an additional scope item

SCHEDULE

Our schedule assumes receiving Notice to Proceed (NTP) at the September 13, 2022 Trustee Meeting:

Task	Timing	Est. Date
Project Kickoff	NTP + 3 days	9/14/2022
Project Initiation & Orientation	NTP + 31 days	10/15/2022
Module 1: Diagnose	NTP + 93 days	12/16/2022
Module 2: Calibration	NTP + 186 days	3/19/2023
Module 3: Codification	NTP + 496 days	1/23/2024

BASIC SERVICE FEES

Project Initiation & Orientation	\$4,500
Module 1: Diagnose	\$18,000
Module 2: Calibration	\$22,500
Module 3: Codification	\$45,000
<u>Estimated Reimbursable Expenses</u>	<u>\$2,000</u>
<i>TOTAL FEES</i>	<i>\$92,000</i>

CLIENT RESPONSIBILITIES

1. Provide KZF a current copy of GIS files (electronic version), all levels available.
2. Provide KZF any previous reports, plans or other relevant documents.
3. Promptly review and provide comments to KZF as drafts recommendations and maps are submitted. Also, advising the team on matters pertaining to public comments.
4. Coordinate, organize, host and facilitate/run any public involvement efforts.
5. Manage/facilitate stakeholder involvement to ensure participation at client review periods.

COMPENSATION

For the basic Scope of Services defined herein, KZF Design proposes a lump sum fee as described above. Additional services beyond the scope of this proposal will be billed on an hourly rate basis, with authorization by CLIENT.

KZF shall invoice every four weeks for the amounts due for professional services rendered and expenses incurred. Progress payments shall be based on the number of hours spent at date of invoice. In addition to the compensation for professional services, KZF shall be reimbursed for out-of-pocket expenses at cost plus ten percent (10%) fee for KZF's management and coordination. Reimbursables are estimated at \$2,000.

ADDITIONAL SERVICES (NOT INCLUDED IN THIS PROPOSAL)

In the event the Client requests additional services such as those described herein, they can be provided on an hourly rate basis in accordance with KZF Design's attached Hourly Rate Schedule HR-1880. Additional services available would include:

- Architecture, interior design or building design services
- Civil, traffic, site, electrical/lighting, structural, bridge or any other engineering services
- Mechanical or plumbing engineering services
- Schematic design, detailed design, or construction documentation
- Detailed engineering and site design of riverfront, terraces, access, etc.

KZF DESIGN INC. ▪ 700 Broadway Street ▪ Cincinnati, OH 45202
main 513.621.6211 ▪ fax 513.621.6530 ▪ kzf.com

- Land use analysis and zoning
- Survey, right-of-way plan development
- Geotechnical engineering
- Landscape architecture design services
- Bidding assistance and permitting
- Construction administration and inspection services
- Drone footage or photography
- Building evaluations/assessments
- Grant writing and administration
- Resource and environmental documentation

PRESUMPTIONS

- a) This proposal shall remain valid for sixty (60) calendar days.
- b) It is presumed that the CLIENT will coordinate meeting attendance and encourage participation from required personnel.
- c) It is presumed this project is a high-level planning project and does not include detailed design services for facility and infrastructure projects.
- d) All agency permitting is specifically excluded.
- e) Additional meetings beyond those specifically addressed are excluded.
- f) Geotechnical or hazardous materials investigations are excluded.
- g) Access will be granted for necessary field reviews. Escorts will be provided as needed.
- h) It is understood that CLIENT will initiate agency coordination/consultation.
- i) It is understood that CLIENT will be the lead contact with the public and we will only provide informational support.
- j) CLIENT acknowledges that KZF cannot warrant that any construction cost estimates or estimated quantities provided by KZF shall not vary from actual costs incurred by the CLIENT.
- k) KZF has allotted time for CLIENT review in our proposal. If CLIENT is not able to provide the comments to the A/E Team per the schedule it will be necessary to extend the schedule for each day after the scheduled deadline that review comments are received by two (2) days. This extension is necessary in order to accommodate the loss of time with the overall schedule and to account for the required internal adjustment of staff schedules and other commitments.
- l) Existing drawings and GIS mapping shall be provided by CLIENT withing 14 days of project kick-off, so that KZF can produce base drawings for use during the project.
- m) KZF's fee is based on the proposed schedule and does not include cost that may be incurred if the project is delayed or suspended for reasons beyond KZF's control. If CLIENT delays or suspends the Project, through no fault of KZF, KZF shall be compensated for services performed prior to notice of such delay or suspension. When the Project is resumed, KZF shall be compensated for expenses incurred in the interruption and resumption of KZF's services. KZF's fees for the remaining services, and the time schedules to complete the work shall be equitably adjusted by approved Change Order prior to resuming work. KZF Staff will be reassigned during all delays or suspensions. Additional time to be added to the project schedule shall include time required for staff to complete alternate assignments, to remobilize staff to the project, to refamiliarize staff with the project, and if necessary, to make available and educate new staff to the project.

Terms and Conditions

KZF will endeavor to develop design documents that meet the requirements of the Project and will modify the documents as required to correct inconsistencies that may exist in that regard. It is our expectation that the Client will also provide a review of the documents for compliance with the Project requirements and advise KZF of any conflicts or discrepancies that exist prior to document release for construction. KZF will provide design services required to modify the design to meet the requirements of the Project.

Schedule Delays. KZF's fee is based on the schedule included in the proposal and does not include costs that may be incurred if the project is delayed or suspended for reasons beyond KZF's control. If the Owner or Contractor delays or suspends the Project, through no fault of KZF, KZF shall be compensated for services performed prior to notice of such delay or suspension. When the Project is resumed, KZF shall be compensated for expenses incurred in the interruption and resumption of KZF's services. KZF's fees for the remaining services, and the time schedules to complete the work, shall be equitably adjusted by approved Change Order prior to resuming work. KZF Staff will be reassigned during all delays or suspensions. Additional time to be added to the project schedule shall include time required for staff to complete alternate assignments, to re-mobilize staff to the project, to re-familiarize staff with the project, and if necessary, to make available and educate new staff to the project. In the event of termination not the fault of KZF, KZF shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including costs attributable to KZF's termination of consultant agreements.

Consequential Damages. Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither Client nor KZF shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or the Project Agreement(s). This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of profits, loss of reputation, loss of financing, or any other consequential damages that either party may have incurred from any cause of action whatsoever, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise.

Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to the Project or the Project Agreement(s) shall first be subject to non-binding mediation as a condition precedent to binding dispute resolution. The method of binding dispute resolution shall be litigation in a court of competent jurisdiction, unless all parties agree, in writing, to make the final results of the non-binding mediation, binding upon the parties.

Reimbursable Expenses. Expenses including but not limited to mileage, travel, overnight shipping mailing charges and printing are considered reimbursable and will be billed at cost plus 10% to the Owner or Contractor.

Invoicing. KZF shall invoice every four weeks for the amounts due for professional services rendered and expenses incurred. Owner or Contractor shall pay KZF the full amount due upon receipt of invoice. All past due amounts shall bear interest at the rate of one and one-half percent (1-1/2%) per month compounded monthly after sixty days. KZF Design reserves the right to suspend services and or not issue documents for permit approvals if the Owner or Contractor account is past due.

Liquidated Damages. KZF, (or any sub-consultants for whom KZF is contractually liable), shall not be held responsible for any costs or delays outside of its control, including but not limited to liquidated damages. The Client shall not withhold amounts from KZF's compensation to impose a penalty or liquidated damages on KZF, or to offset sums requested by or paid to contractors, sub-contractors or suppliers for the cost of changes in the Work, unless KZF agrees, in writing, or has been found liable for the amounts in a binding dispute resolution proceeding. Compensation due KZF which has not been specifically designated, in writing, by Client as being withheld due to KZF's performance or lack thereof, shall not be withheld by Client.

Ownership of Documents. KZF warrants that it is the copyright owner of its Instruments of Service. KZF grants to the Client a nonexclusive license to use KZF's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided the Client substantially performs its obligations under the Project Agreement(s), including prompt payment of all sums when due. In the event of Default by Client, if KZF rightfully terminates the Project Agreement(s) with Client for cause, the nonexclusive license shall terminate. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer the nonexclusive license to another party without the prior written consent of KZF. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to KZF and KZF's consultants. In the event the Client uses the Instruments of Service without retaining the authors of the Instruments of Service, the Client agrees KZF and KZF's consultant(s) are released from all claims and causes of action arising from such uses.

Insurance Coverage. KZF will provide insurance coverage limits in the following amounts for this project. A copy of KZF's Certificate of Liability Insurance can be made available upon request.

- A. Commercial General Liability
 Personal & Adv Injury: \$2,000,000
 Aggregate/\$1,000,000 each occurrence
 Excess Umbrella: \$1,000,000 Aggregate/\$1,000,000 each occurrence
- B. Professional Liability Claims: \$2,000,000
 Aggregate/\$1,000,000 each claim
- C. Comprehensive Automobile Liability
 Bodily Injury & Property Damage: \$1,000,000
 Combined Single Limit (each accident)

BIM Execution Plan and Use of CAD Files. KZF will use the KZF DESIGN 2019 BIM EXECUTION PLAN FOR PRIVATE MARKET PLACE PROJECTS to establish the protocols for the development, use, transmission and exchange of a native REVIT model or native AutoCAD files (the "CADD Files"). Any use of or reliance on all or a portion of the CADD Files shall be at the using or relying party's sole risk and without liability to KZF or its consultants. Differences may exist between these CADD Files and corresponding hard-copy Contract Documents prepared by KZF and/or its consultants. KZF and/or its consultants make no representation regarding the accuracy or completeness of the CADD Files. Furthermore, it is understood and agreed that the CADD Files being provided by KZF and/or its consultants are incomplete in-progress files that are not to be used for Construction purposes. Use of the CADD Files does not relieve the user of the CADD Files of their duty to confirm all as-built construction, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, resolve any conflicts that may exist between the CADD Files and any existing facility, and coordinate your work with that of other entities for the Project. Under no circumstances shall delivery of the CADD Files for use by Client be deemed a sale by KZF and/or its consultants, and no warranties are made, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall KZF and/or its consultants be liable for any loss of profit, or any consequential damages, as a result of Client's use or reuse of the CADD Files.

Electronic File Transfer. KZF will provide copies of the Contract Documents in PDF and/or hard copy format, as provided for in the Project Agreement(s). If Client request native CADD files (REVIT or AutoCAD) for use by Contractor, Contractor's consultants, subcontractors or suppliers, Contractor and all entities receiving the native CADD files shall sign an Electronic File Transfer Agreement prior to release and use of the native CADD files. A draft copy of the Electronic File Transfer Agreement can be made available upon request.

Limitation of Liability. The Owner or Contractor agrees that to the fullest extent permitted by law, KZF's total liability to the Owner or Contractor for any and all injuries, claims, losses, expenses, damages, arising out of this Project Agreement(s) from any cause or causes shall not exceed KZF's fee or \$50,000, whichever is greater.

Assignment. Neither Client, nor KZF, shall assign the Project Agreement(s) without written consent of the other, except that Client may assign the Project Agreement(s) to a lender providing financing for the Project if the lender agrees to assume all of the Client rights and obligations under the Project Agreement(s), including any payments due to KZF by Client prior to the assignment. If Client requests KZF to execute certificates or consents, a draft copy of certificates or consents shall be submitted to KZF for review, comment and approval prior to the signing of the Project Agreement(s). KZF shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of the Project Agreement(s) or beyond the scope of KZF's services.

Force Majeure: Notwithstanding anything to the contrary contained herein, KZF shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, supply shortages, breakdowns, malfunctions of computer facilities, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

Thank you for the opportunity to offer these services. This proposal and terms and conditions may be accepted by signing below and returning one executed copy to KZF Design. **We reserve the right to withhold our reports and project submittals until the signed Agreement has been received by KZF Design.** This document will serve as the notice to proceed and as our contract for services. This proposal is valid only if authorized within 60 days from the listed proposal date.

Sincerely,
KZF Design Inc.



Eric Anderson, Director of Planning

APPROVED AND ACCEPTED

Jerome Township Ohio

This _____ day of _____, 2022

Jarrod Alig, Zoning Administrator

2022 Hourly Rate Schedule

1/25/2022

Rates effective
through
12/31/2022

Category	Rate
Architect Level 1	\$130
Architect Level 3	\$200
Construction Administrator	\$190
Civil Designer Level 1	\$120
Civil Designer Level 3	\$140
Civil Engineer Level 1	\$120
Civil Engineer Level 3	\$190
Clerical	\$110
Designer Level 1	\$95
Designer Level 3	\$190
Electrical Designer 1	\$140
Electrical Designer 3	\$160
Electrical Engineer Level 1	\$150
Electrical Engineer Level 3	\$290
Interior Designer Level 1	\$100
Interior Designer Level 3	\$200
Mechanical Designer Level 1	\$110
Mechanical Designer Level 2	\$130
Mechanical Engineer Level 2	\$150
Mechanical Engineer Level 3	\$250
Planner Level 1	\$100
Planner Level 3	\$190
Principal	\$360
Project Manager Level 1	\$130
Project Manager Level 2	\$190
Project Manager Level 3	\$220
Structural Designer Level 1	\$110
Structural Designer Level 3	\$120
Structural Engineer Level 3	\$200

Partner with Us

Let us demonstrate how KZF Design
can help you design a better future.



KZF Design Inc.
700 Broadway Street • Cincinnati, OH 45202
513.621.6211 • kzf.com

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity
Strategic Goal #2: Engage the New Economy with Green Initiatives
Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping
Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #5: Continue to Provide High Quality Safety Services
Strategic Goal #6: Continuously Improve the Operations of the Township

Discussion - 2023 Strategic Plan Goals

No action is requested of the Board.

Rationale:

The Township currently has six main goals that form the basis for the annual Strategic Plan and Budget. In advance of the development of the 2023 Strategic Plan and Budget, feedback from the Board on the desired direction for next year's initiatives will ensure that staff is able to develop a strategic plan that will accomplish the goals of the Board of Trustees.

In prior years, the theme and major goals of the Trustees were:

- 2018: Transparency
- 2019: Beautification and Engagement
- 2020: Creating Connections
- 2021: Clean, Green, and Prosperous
- 2022: Clean, Green, Prosperous, and Safe

Progress on the existing 2022 Strategic Plan can be viewed here:

<https://stories.opengov.com/coleraintownshiphamiltonoh/published/EIqkMJ6nN>

The feedback from the Board will help to inform a future resolution to adopt the legislative priorities of the Trustees. Any big picture goals or specific initiatives would be worth sharing in this discussion.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

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

Motion to Issue Request for Proposals for Cleaning Services - 4160, 4200, and 4300 Springdale
Recommend ADOPTION of the Motion.

Rationale:

The current custodian for the three buildings on Colerain's main government campus is set to retire in mid-September. In order to evaluate the potential of contracting this service, staff is proposing the issuance of an RFP for these services. Based on those results, staff will be able to make an informed decision on whether it makes sense financially to fill this position with an employee or use a cleaning service.



REQUEST FOR PROPOSALS (RFP)

**BUILDING CLEAN AND RELATED
SERVICES FOR 4160, 4200, & 4300
SPRINGDALE ROAD**

**for
Colerain Township**

Release Date: 8/10/2022
Response Deadline: 8/31/2022

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR PROPOSALS (RFP) FOR BUILDING CLEANING AND RELATED
SERVICES FOR 4160, 4200, & 4300 SPRINGDALE ROAD**

NOTICE TO RESPONDENTS

Colerain Township is soliciting proposals for Building Cleaning and Related Services for its main government campus consisting of 4160, 4200, and 4300 Springdale Road until August 31, 2022.

All clarifying questions for this proposal should be directed to Geoff Milz, Township Administrator, via email at gmilz@colerain.org.

In order to properly submit a response, all responses should be sent via email or regular mail as one complete full packet. **Contractors shall review the entire quotation request information and are strongly encouraged to schedule a site visit to more accurately determine project details prior to submitting a quote.** These should be submitted to the Township to the attention of Geoff Milz, Township Administrator, no later than 4:00 p.m., August 31, 2022.

A site walk through meeting is scheduled for Wed. August 17, 2022 at 1:00 p.m. starting at the Fire Administration Building, 4160 Springdale Rd. Cincinnati, OH 45251.

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

The Township is flexible on working hours for cleaning services and the hours should be noted in the submitted proposal. These buildings do contain confidential information and background checks may be required on all employees that will service Township facilities. Below is a list of cleaning services that will be expected to be covered in the contract, please note this list is not exhaustive of all duties and is representative of most duties:

- DAILY (Five days per week)
 - o Cleaning of all restrooms
 - o Cleaning all doorknobs
 - o Empty all wastebaskets and recycling containers
 - o Dust all horizontal surfaces
 - o Spot clean all horizontal surfaces for spills and spots
 - o Disinfect light switches
 - o Clean all sinks
 - o Clean and disinfect all showers
 - o Refill paper towel dispensers
 - o Restock soap dispensers

- WEEKLY
 - o Vacuuming/Sweeping/Mopping of all floors
 - o Dusting of all surfaces
 - o Cleaning of mirrors, window sills, and windows
 - o Wipe down computer screens, phones, and keyboards
 - o Dust high corners and similar areas
 - o Clean interior of microwaves
- MONTHLY
 - o Clean all refrigerators
 - o Clean all tables and hard surfaces
 - o Dust all high and low surfaces

RESPONSE FORMAT

All respondents must submit the following in order for their proposal to be considered:

1. Cover Letter
2. A minimum of three references
3. Monthly price quote for services provided
4. Anticipated service hours
5. A listing of all services to be provided with frequency of service
6. A draft contract (this will aid in the review process)
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 firms current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.

TIMELINE

- | | |
|-------------------------------------|---|
| 1. Township Trustees RFP Approval: | August 9, 2022 |
| 2. RFP Release: | August 10, 2022 |
| 3. Site Walk Through | August 17, 2022 |
| 4. Proposal Deadline: | August 31, 2022, 4:00 p.m. (local time) |
| 5. Projected Township approval: | September 13, 2022 |
| 6. Projected Contract Commencement: | October 1, 2022 |

The Township will not be responsible for proposals that are received after the 4:00 p.m. deadline on August 31, 2022.

EVALUATION CRITERIA

Proposals will be initially evaluated by internal Township staff, including the Assistant Director of Public Services, Parks Supervisor Foreman, 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 vendor before the process is completed. The Trustees reserve the right to reject any and all responses to the RFP.

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.

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Recommend ADOPTION of the Resolution.

Resolution Authorizing the Amendment of Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

This Resolution would increase appropriations in the General Fund to fund two projects and close out the 2021-2022 plan year for medical expenses. Specifically:

- \$23,125 for additional design work for the sidewalk project along Colerain from Jonrose Avenue to Shadycrest Drive. ODOT required additional plan set submissions and a second property owner notification mailing, resulting in a change order from KZF Design.
- \$40,000 to fund the local match for the next phase of Fort Colerain. The Township secured a grant to cover most of the cost of the third phase of the project, but a local match is required.
- \$30,000 to close out the Plan Year for medical insurance in the General Fund.

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

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 22

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
FOR THE YEAR 2022**

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, does hereby agree to:

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2022, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2022 PERMANENT APPROPRIATIONS
1000	General Fund	5,049,432.94
2011	Motor Vehicle License Tax	100,850.00
2021	Gasoline Tax	978,892.92
2031	Road and Bridge	1,694,690.78
2081	Police District	10,788,651.66
2111	Fire District	17,246,806.36
2181	Zoning	516,112.67
2231	Permissive Motor Vehicle License Tax	1,022,682.70
2261	Law Enforcement Trust	250,649.09
2271	Enforcement and Education	2,000.00
2274	American Rescue Plan	-
2281	Ambulance And Emergency Medical Services	1,488,350.60
2401	Special Assessment - Lighting Districts	161,504.50
2402	CDBG Sidewalk Maintenance Fund	1,700.00
2901	TIF - Kroger	342,731.76
2902	Recycling Incentive	56,981.38
2903	TIF - Colerain Towne Center	1,141,092.41
2904	TIF - Duke	150,000.00
2905	TIF- Northridge	20.00
2906	Sidewalk Waiver	250,000.00
2908	CDBG Com Dev Block Grant	233,334.83
2911	Parks & Services	1,312,702.04
2912	Community Center	223,841.12
4409	OPWC-Breezyway	64,699.66
6001	Self-Insurance Fund	2,323,677.00

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

Section 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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code. This resolution shall take effect at the earliest period allowed by law.

Section 3: The Board hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

Section 4: This resolution shall take effect at the earliest period allowed by law.

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

ADOPTED this _____ day of August 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
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 August 2022. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Resolution Creating Opioid Settlement Fund

Recommend ADOPTION of the Resolution.

Rationale:

The State of Ohio has identified special revenue fund 2909 for the purposes of collecting and distributing dollars received from the One Ohio Opioid Settlement. The State of Ohio sets the parameters on the use of these funds and it is required that we create this fund in order to deposit the revenue we receive.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the **9th** day of August, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-22

AN EMERGENCY RESOLUTION TO ACCEPT THE TERMS OF THE DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT AND JANSSEN SETTLEMENT PARTICIPATION AGREEMENT PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND ESTABLISHING A SEPARATE ONEOHIO SPECIAL FUND UNDER R.C. §5705.09(F) TO RECEIVE SUCH ONEOHIO FUNDS

AN EMERGENCY RESOLUTION AUTHORIZING the Law Director to execute the DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “A” and the JANSSEN SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “B”
both of which are consistent with the material terms of the
OneOhio Memorandum of Understanding approved under Township Resolution #54-21.

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the Colerain Township Board of Trustees passed Resolution #54-21 accepting the terms of the OneOhio Subdivision settlement pursuant to the OneOhio Memorandum of Understanding (“MOU”) consistent with the terms of the July 21, 2021 National Opioid Agreement; and

WHEREAS, the State of Ohio reached an agreement in excess of \$800 million with the largest distributors of opioids in the State and developed the OneOhio plan to ensure that any money from a negotiated settlement is distributed fairly to the communities hit hardest by the opioid crisis; and

WHEREAS, the aforementioned settlement allocates 30% to local governments to which the Colerain Township, Hamilton County, Ohio is estimated to receive \$217,492.20 from the settlement which are expected to be made in eighteen (18) payments; and

WHEREAS, before the Colerain Township, Hamilton County, Ohio, receives its portion from the state and/or county, the Auditor of State (“AOS”) recommends that each participating subdivision accepting the Funds provide by a written ordinance or resolution that its share of the OneOhio Funds shall be placed in a separate fund and used only for the approved purposes as set forth and required in the OneOhio MOU; and

WHEREAS, a special fund can be created under Ohio Rev. Code §5705.09(F) which does not require the Township to seek AOS approval for establishing such new fund; and

WHEREAS, the Ohio Attorney General has recommended the political subdivisions of the State of Ohio accept the Settlement; and

WHEREAS, the Law Director, Assistant Law Director, and the Township Administrator recommend that Board of Trustees vote to accept and execute the DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “A” and the JANSSEN SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “B”.

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

- Section 1: That the Board hereby accepts the DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “A” and the JANSSEN SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “B” on behalf of Colerain Township, Hamilton County, Ohio, both of which are consistent with the materials terms of the OneOhio MOU approved via Township Resolution #54-21 and authorizes the Law Director or Assistant Law Director to execute the DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “A” and the JANSSEN SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “B”. The Township Administrator, Law Director, and/or Assistant Law Director are hereby authorized to take all steps necessary to resolve these matters in accordance with the terms of the attached Settlement Participation Agreements.
- Section 2: That in order to receive the estimated \$217,492.20 from the above-referenced Ohio Opioid Settlement which is expected to be made by the State and/or County in eighteen (18) payments, that a special fund identified as Fund 2909- OneOhio Opioid Settlement Fund be created pursuant Ohio Rev. Code §5705.09(F) which does not require the Township to seek AOS approval for establishing such new fund.
- Section 3: That the Township Fiscal Officer shall make certain that expenditures made from the Township’s special Fund 2909- OneOhio Opioid Settlement Fund comply with

and meet the approved purposes definition of the OneOhio MOU as well as the Auditor of State Bulletin 2022-003 attached hereto as Exhibit “C” and that expenditures from such OneOhio Fund are approved via legislation adopted by the entity’s legislative body explaining how the expenditure meets such approved purposes. Each expenditure from the special OneOhio Fund shall be carefully tracked and adequate documentation of the expenditure be maintained.

- Section 4: 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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
- Section 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.
- Section 6: This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of Colerain Township. The reason for the emergency is to ensure prompt collection of funds to assist in abating the opioid epidemic throughout Ohio.
- Section 7: This resolution shall take effect at the earliest period 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: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert

ADOPTED this 9th day of August, 2022.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, 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 A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this **9th** day of August, 2022.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT K**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.



7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

OHIO AUDITOR OF STATE KEITH FABER

Auditor of State Bulletin Bulletin 2022-003

DATE ISSUED: March 10, 2022

TO: All County, City, Township, Village Officials and Independent Public Accountants

FROM: Keith Faber
Ohio Auditor of State

SUBJECT: OneOhio Opioid Settlement

Ohio reached an \$808 million agreement with the three largest distributors of opioids. The state developed the OneOhio plan, a mechanism to ensure that any money from a negotiated settlement is distributed fairly to the communities hit hardest by the opioid crisis.

The settlement agreement allocates 30% to local governments (LG Share), 55% to a foundation that will distribute funds to projects, and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio. This bulletin will focus on the allocation of settlement proceeds provided directly to local governments in the LG Share.

The purpose of this bulletin is to emphasize the separate accountability and accounting guidance for the LG Share of the OneOhio Opioid Settlement Funds (OneOhio Funds).

Approved Uses of the Local Government Share

OneOhio Funds must be utilized in a manner consistent with the “Approved Purposes” definition in the OneOhio memorandum of understanding (MOU). According to the MOU, the Funds must be used for “evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers[.]”



Additionally, Exhibit A of the MOU sets forth agreed Ohio Opioid Abatement Strategies.

The Ohio Opioid Abatement Strategy includes three main components:

1. Strategies for Community Recovery: Included but not limited to prevention, treatment, recovery support and community recovery projects (examples include child welfare, law enforcement strategies and other infrastructure supports). These strategies have a hyper-local focus that allows communities to collaborate and expand necessary services to their community.
2. Strategies for Statewide Innovation & Recovery: Included but not limited to strategies included in Community Recovery Component but also projects that promote statewide change and regional development for prevention, treatment, recovery supports and community recovery (examples include regional treatment hubs, drug task forces, data collection and dissemination). This component also includes research and development to understand how to better serve individuals and families in Ohio.
3. Strategies for Sustainability: Ohio's addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Ohio's state and local communities can build a sustainable financing strategy and infrastructure to reverse the damage that has been done and prevent future epidemics and crises.

The LG Share of the OneOhio Funds can also be used for past expenditures that are consistent with the approved purposes definition.

Accounting for the Local Government Share

Ohio Rev. Code §5705.09(F) requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law requires to be used for a particular purpose. Additionally, Ohio Rev. Code §5705.10(I) states that money paid into a fund must be used only for the purposes for which such fund is established.

Before the local government receives its portion from the state, the Auditor of State (AOS) recommends that each participating subdivision accepting the Funds provide by a written ordinance or resolution that the LG Share of the OneOhio Funds shall be placed in a separate fund and used only for the approved purposes as required by the OneOhio MOU. As the special fund is created under Ohio Rev. Code § 5705.09(F), local governments do not need to seek AOS approval for establishing this new fund.

AOS recommends that each participating subdivision accepting OneOhio Funds clearly document their rationale for each expenditure. This documentation is best provided by legislation adopted by the entity's legislative body explaining how the expenditure meets the approved purposes definition of the OneOhio MOU. To aid in our future audit work, we also ask that each expenditure be carefully tracked and adequate documentation of the expenditure be maintained.

For any expenditures previously made by a local government that are eligible for reimbursement with moneys from the LG Share, the local government must pass an ordinance or resolution that identifies

the prior expenditures and explains its determination that expenditures are for approved purposes consistent with the OneOhio MOU.

If local governments are using OneOhio Opioid Settlement dollars to reimburse expenditures from another fund, local governments have two options:

Reallocation method - Local governments should receipt the OneOhio Opioid Settlement dollars into the special revenue fund. If the original expenditure was made in the same fiscal year, the local government can reallocate the original expenditure from the original fund to the special revenue fund. Local governments should maintain documentation to support the reallocation. Local governments on the Uniform Accounting Network (UAN) system should refer to UAN for information on how to properly handle reallocations of expenditures in the UAN system. For guidance UAN provided to users to reallocate/reimburse receipts and expenditures using Coronavirus Relief Fund awards, click [here](#). Similar steps will apply to OneOhio Opioid Settlement dollars.

Invoice method - Local governments should receipt the OneOhio Opioid Settlement dollars into the special revenue fund. Management should prepare a detailed invoice documenting the fund that reported the original expenditure of allowable cost(s) (Original Fund), charge the invoice to the OneOhio Opioid Settlement Fund, and record a reduction of the appropriate expenditure if the reimbursement is within the same fiscal year as the original expenditure. Miscellaneous revenue may be a better choice if the reimbursement relates to a prior fiscal year. Some judgment may be needed to determine the best presentation of these amounts in each particular circumstance. Local governments should charge the appropriate functions/objects within the OneOhio Opioid Settlement Fund based on the billing received from the Original Fund. This method is most useful when the original expenditures were made in one year and receipt of the OneOhio Opioid dollars money didn't occur until the following year.

The AOS encourages recipients of OneOhio Funds to consult with their legal counsel as they plan to utilize the Funds.

Questions

This bulletin is not intended to answer all questions that local governments may have. AOS will continue to provide updated guidance.

If you have any questions regarding the information presented in the Bulletin, please contact the Center for Audit Excellence at the Auditor of State's Office at (800) 282-0370.



Keith Faber
Ohio Auditor of State