

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - November 15

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 Walls Introducing and Swearing-In a Newly Promoted Employee
 - b. Presentation by Ned Heeger-Brehm on Groesbeck Branch of the Public Library
 - c. Presentation on Communications Progress by Communications Specialist Tracey-Noren
 - d. Presentation of 2023 Budget Book and Strategic Plan by Finance Director McElravy
 - e. Presentation on Active Shooter Training by Police Lieutenant Dean Doerflein
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Motion to Authorize the Township Administrator Execute an Agreement and related documents in substantially the same form with Pepper Construction to Serve as Construction Manager at Risk for the Construction of Fire Stations 26 and 102
 - b. Motion Authorizing Township Administrator to Execute Contracts with ZHCx for \$44,000 for Commissioning Services for Fire Station 26 and 102
 - c. Motion Authorizing Township Administrator to Execute an Agreement with Ohmer-Shaw Group LLC to Serve as the Owner's Representative/Project Manager for the Construction of Fire Station 26 and 102
 - d. Resolution Declaring Nuisance and Ordering Abatement

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

- e. Resolution Declaring a Junk Motor Vehicle - 2733 Roosevelt Ave.
- f. Resolution Declaring a Junk Motor Vehicle - 6666 Schweitzerhoff Rd.

Public Services

- a. Follow Up Discussion - Traffic Calming Device Selection
- b. Motion to Issue Request for Proposals for Colerain Avenue Bus Station Pull Offs
- c. Motion Authorizing Township Administrator to Execute Agreement with M/I Homes for Snow and Ice Removal of Abbeytown Subdivision

Development

- a. Resolution Adopting Rental Registration and Rental Unit Maintenance Standards

Administration

- a. First Reading: 2023 Strategic Plan and Budget Book
- b. Motion Authorizing the Township Administrator to Execute a Collective Bargaining Agreement with AFSCME for Public Services Employees
- c. Resolution Modifying Organizational Chart and Roster
- d. Motion Authorizing the Township Administrator to Enter into an Employment Agreement- Jeff McElravy
- e. Motion Authorizing the Administrator to Enter into an Employment Agreement- Tiphannie Mays
- f. Resolution - OPERS Pick up - Assistant Administrator
- g. Motion to Authorize the Administrator to Enter into a Services Agreement with Zix

11. Old Business**12. Consent Items**

- a. Donation - Department of Fire and EMS - \$200.00 - Anonymous resident
- b. Donation Acceptance - Administration - From Meijer - \$100
- c. New Hire - Part-time Firefighter/Paramedic - Department of Fire and EMS - Jachyn "Jake" Laney - \$16.41 per hour

13. Fiscal Office Report**14. Executive Session – if needed****15. Adjournment**

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Presentation by Chief Walls Introducing and Swearing-In a Newly Promoted Employee

No action is requested of the Board.

Rationale:

Presentation by Chief Walls Introducing and Swearing-In a Newly Promoted Full-time Firefighter, Gavin Shannon.

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan
Goal:

Presentation by Ned Heeger-Brehm on Groesbeck Branch of the Public Library

No action is requested of the Board.

Rationale:

The Director of the Groesbeck Branch of the Public Library will provide an update on library activities.

PRESENTATIONS

Department: Administration

Department Director: Helen Tracey-Noren

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

Presentation on Communications Progress by Communications Specialist Tracey-Noren

No action is requested of the Board.

Rationale:

Communications Specialist Helen Tracey-Noren will provide a presentation on communications for the Township.

PRESENTATIONS

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

Presentation of 2023 Budget Book and Strategic Plan by Finance Director McElravy
Staff seeks direction from the Board of Trustees on any changes to the 2023 Budget Book and Strategic Plan

Rationale:
Finance Director Jeff McElravy will provide a presentation on the drafted budget and strategic plan for 2023. The full book, in draft form, can be viewed here:
<https://stories.opengov.com/coleraintownshiphamiltonoh/published/hUFzt3KS6N>

PRESENTATIONS

Department: Administration

Department
Director: Ed Cordie

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

Presentation on Active Shooter Training by Police Lieutenant Dean Doerflein

No action is requested of the Board.

Rationale:

Lieutenant Dean Doerflein will provide the Trustees a brief overview of how to react and respond should an active shooter situation arise at a Board of Trustee meeting.

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Motion to Authorize the Township Administrator Execute an Agreement and related documents in substantially the same form with Pepper Construction to Serve as Construction Manager at Risk for the Construction of Fire Stations 26 and 102

Recommend ADOPTION of the Motion.

Rationale:

The Township short listed three firms from the RFQ process to identify a Construction Manager at Risk for the construction of Fire Stations 26 and 102. The three firms were:

- Graybach
- Oswald
- Pepper

The Township and Design team from Emersion interviewed all three firms and reviewed the attached proposals from each entity. Based on the review, staff has determined that Pepper Construction possesses the best combination of skills, abilities, and cost structure to complete the project.

Graybach™

CONSTRUCTING TOMORROW

COLERAIN TOWNSHIP FIRE STATIONS 26 & 102

**REQUEST FOR PROPOSAL
FOR CMR SERVICES**

OCTOBER 21, 2022

COLERAIN
TOWNSHIP ~ OHIO

emersion
DESIGN



www.graybach.com



2416 Central Parkway,
Cincinnati, OH 45214



513-381-4868



pete.subach@graybach.com



Table of Contents

01	Pricing Proposal	02-09
02	Resumes, Insurances & Bondability	10-19
03	Proposed Modifications to Contract	20
04	Preconstruction Services	21-24
05	Services for Construction Phase	25-41

SECTION 1 PRICE PROPOSAL

COLERAIN
TOWNSHIP ~ OHIO

Graybach

eMERsion
DESIGN

Colerain Township Fire Stations 26 and 102

RFP Attachment

Financial Proposal: Fill in page 2 (yellow highlighted cells)

Estimated Construction Cost \$ 9,600,000 *Assumes an approx 3.5% fee for CM & Precon Fees.

Estimated Direct Cost of the Work* \$ 9,275,000 *Concept Design Cost of Work estimate resulted in a probable cost of 8.6 - 9.2M.

General Requirements			
Description	Amount	Fixed Amount or % (F/P)	Percentage (Clarify how % is calculated) / Notes
Temp Facilities			DO NOT NEED TO FILL IN AT THIS TIME
Small Tools & Supplies	\$ -		Cost of Work / Subcontractor Cost
Job Office	\$ -		Cost of Work / Subcontractor Cost
Plant, Plant Rental	\$ -		Cost of Work / Subcontractor Cost
Temp Buildings	\$ -		Cost of Work / Subcontractor Cost
Temp Roads	\$ -		Cost of Work / Subcontractor Cost
Winter Weather	\$ -		Cost of Work / Subcontractor Cost
Hoist Facilities			DO NOT NEED TO FILL IN AT THIS TIME
Personnel & Material Hoist	\$ -		Cost of Work / Subcontractor Cost
Operate Personnel & Material Hoist	\$ -		Cost of Work / Subcontractor Cost
Temp Elevators	\$ -		Cost of Work / Subcontractor Cost
Operate Temp Elevators	\$ -		Cost of Work / Subcontractor Cost
Cranes	\$ -		Cost of Work / Subcontractor Cost
Operate Cranes	\$ -		Cost of Work / Subcontractor Cost
Misc Hoisting	\$ -		Cost of Work / Subcontractor Cost
Hoist Recovery	\$ -		Cost of Work / Subcontractor Cost
Crane Recovery	\$ -		Cost of Work / Subcontractor Cost
Temp Utilities			DO NOT NEED TO FILL IN AT THIS TIME
Temp Heat	\$ -		Cost of Work / Subcontractor Cost
Temp Light & Power	\$ -		Cost of Work / Subcontractor Cost
Temp Plumbing	\$ -		Cost of Work / Subcontractor Cost
Temp Toilets	\$ -		Cost of Work / Subcontractor Cost
Cleaning			DO NOT NEED TO FILL IN AT THIS TIME
General Cleaning	\$ -		Cost of Work / Subcontractor Cost
Dirt Chutes	\$ -		Cost of Work / Subcontractor Cost
Dumpsters	\$ -		Cost of Work / Subcontractor Cost
Rubbish Removal	\$ -		Cost of Work / Subcontractor Cost
Site & Street Cleaning	\$ -		Cost of Work / Subcontractor Cost
Exterior Wall Cleaning	\$ -		Cost of Work / Subcontractor Cost
Final Cleaning	\$ -		Cost of Work / Subcontractor Cost
Protection & Safety			DO NOT NEED TO FILL IN AT THIS TIME
General Protection & Safety	\$ -		Cost of Work / Subcontractor Cost
Protection Finish Work	\$ -		Cost of Work / Subcontractor Cost
Sidewalk Bridge	\$ -		Cost of Work / Subcontractor Cost
Fencing & Gates	\$ -		Cost of Work / Subcontractor Cost
Watchman, Traffic Control	\$ -		Cost of Work / Subcontractor Cost
Fire Watch	\$ -		Cost of Work / Subcontractor Cost
Protect Existing Structure/Equipment	\$ -		Cost of Work / Subcontractor Cost
Protect Public Utilities	\$ -		Cost of Work / Subcontractor Cost
Special Protection/OSHA	\$ -		Cost of Work / Subcontractor Cost
First Aid Facilities/Supplies	\$ -		Cost of Work / Subcontractor Cost
Fire Extinguishers	\$ -		Cost of Work / Subcontractor Cost
Signage	\$ -		Cost of Work / Subcontractor Cost
Professional Services & Permits			DO NOT NEED TO FILL IN AT THIS TIME
Permits	\$ -		Cost of Work / Subcontractor Cost
Testing & Inspection	\$ -		Cost of Work / Subcontractor Cost
Consultant	\$ -		Cost of Work / Subcontractor Cost
Surveying	\$ -		Cost of Work / Subcontractor Cost
Add'l Plans and Specs	\$ -		Cost of Work / Subcontractor Cost

Insurance, Taxes, & Bonds	\$ 335,555		
Builders Risk Rate (%)	\$ 6,720	0.07%	Enter % that will be charged of full contract.
Professional Liability / General Liability Insurance Rate (%)	\$ 34,560	0.36%	Enter % that will be charged of full contract.
Bonding Rate (%)	\$ 62,400	0.65%	Enter % that will be charged of full contract.
SDI Rate (%)	\$ 231,875	2.50%	Enter % that will be charged on subcontract total.
GRs Subtotal	\$ 335,555		

General Conditions:			
Description	Amount	Fixed Amount or % (F/P)	Percentage (Clarify how % is calculated) / Notes
General Expenses	\$ 70,400		
Job Office	\$ 15,400	F	Enter fixed cost per the RFP description for General Conditions.
Office Equipment & Expenses	\$ 7,200	F	Enter fixed cost per the RFP description for General Conditions.
Site Office Internet	\$ 3,000	F	Enter fixed cost per the RFP description for General Conditions.
Blueprints & Copier	\$ 3,600	F	Enter fixed cost per the RFP description for General Conditions.
Software/Tech Support	\$ 11,200	F	Enter fixed cost per the RFP description for General Conditions.
ADP & Accounting	\$ 5,000	F	Enter fixed cost per the RFP description for General Conditions.
Living, Travel, & Relocation	\$ 12,000	F	Enter fixed cost per the RFP description for General Conditions.
Progress Photos	\$ 3,000	F	Enter fixed cost per the RFP description for General Conditions.
Misc General Expenses	\$ 10,000	F	Enter fixed cost per the RFP description for General Conditions.
Parking	NA	F	Enter fixed cost per the RFP description for General Conditions.
Preconstruction Staff	\$ 35,020		
Preconstruction	\$ 35,020	F	Fixed Fee
Fee	INCLUDED	F	Fixed Fee
Construction Staff	\$ 490,440		
Management	\$ 208,960	F	Include all required fully burdened staff per RFP.
Superintendents + Safety	\$ 269,000	F	Include all required fully burdened staff per RFP.
Engineering	NA	F	Include all required fully burdened staff per RFP.
Accounting/Financial	\$ 12,480	F	Include all required fully burdened staff per RFP.
Scheduling	INCLUDED	F	Include all required fully burdened staff per RFP.
BIM Coordination	INCLUDED	F	Include all required fully burdened staff per RFP.
Other Staff	NA	F	Include all required fully burdened staff per RFP.
GCs Subtotal	\$ 595,860		

Contractor Contingency	\$278,250	3.00%	Provide % of CMR Contingency
-------------------------------	-----------	-------	------------------------------

Contractor Fee	\$238,831	2.50%	Provide % of CMR Fee
-----------------------	-----------	-------	----------------------

PROJECT TOTAL	\$ 1,448,496
----------------------	--------------

Labor Rates	
Project Executive	\$ 112
Project Manager	\$ 80
Project Superintendent	\$ 55
Asst. Superintendent	\$ 40
Safety Supervisor	\$ 75
Project Engineer	\$ 57
Project Accountant	\$ 52
Project Scheduler	\$ 80
Preconstruction Director	\$ 82
Estimator	\$ 82



STAFFING COST BREAKDOWN

PRECONSTRUCTION STAFFING

		<u>HRS</u>	<u>RATE / HR</u>	<u>TOTAL COST</u>
Project Executive	Pete Subach	40	\$112	\$4,480
Senior Estimator / Preconstruction	Brian Bailey	240	\$82	\$19,680
Senior Project Manager	Jason Boerger	120	\$80	\$9,600
Intern / Coop	Finn Leahy	36	\$35	\$1,260
Total Preconstruction Staffing Costs				\$35,020

CONSTRUCTION STAFFING

		<u>HRS</u>	<u>RATE / HR</u>	<u>TOTAL COST</u>
Project Executive	Pete Subach	120	\$112	\$13,440
Senior Project Manager	Jason Boeger	2080	\$80	\$166,400
Project Engineer	Chris Wiesman	260	\$80	\$20,800
Superintendents	Ernie Collins/Joe Weingartner	5200	\$50	\$260,000
Accounting	Cari Vanderbilt	240	\$52	\$12,480
Safety Coordinator (Audit Trips)	NKH	30	\$300	\$9,000
Intern / Coop	Finn Leahy	260	\$32	\$8,320
Total Construction Management Staffing Costs				\$490,440



GENERAL CONDITIONS MATRIX

Item	Description	By Owner	Included in CM GC's	Included in CM Personnel Fees	Included Sub Packages	Reimbursable Fees
1	Project Executive			X		
2	Project Manager			X		
3	Preconstruction Director/Estimators			X		
4	Project Engineer			X		
5	Project Accountant			X		
6	Onsite Superintendent			X		
7	Safety Director			X		
8	Co-op			X		
9	Personnel Vehicles and Fuel			X		
10	Computers and Phones			X		
11	Jobsite Safety			X	X	
12	General Jobsite Cleanup				X	
13	Final Cleaning				X	
14	CM Office Trailer & Furniture		X			
15	CM Office Supplies		X			
16	CM First Aid Supplies		X			
17	CM Drinking Water		X			
18	Wifi Service		X			
19	Reprographic Fees		X			
20	Shipping Fees		X			
21	Port-o-lets		X			
22	Construction Scheduling		X			
23	Construction Photos		X			
24	Jobsite Signage		X			
25	Dumpsters				X	
26	Temporary Storage Boxes				X	
27	Temporary Electric Fees for CM Trailer		X			



GENERAL CONDITIONS MATRIX (cont.)

Item	Description	By Owner	Included in CM GC's	Included in CM Personnel Fees	Included Sub Packages	Reimbursable Fees
28	Temporary Water for Construction				X	
29	Construction Layout				X	
30	Temporary Roads/Laydown Area				X	
31	Temporary Parking				X	
32	Temporary Fencing				X	
33	Temporary Enclosures				X	
34	Temporary Electric / Lighting				X	
35	Jobsite Fire Extinguishers				X	
36	Security / Night Watch	X				
37	Special Inspections	X				
38	Project Management Software		X			
39	General Liability Insurance		X			
40	Builder's Risk Insurance		X			
41	Professional Liability Insurance	X				
42	Geotechnical Report & Testing	X				
43	Permit Drawings	X				
44	Commissioning Fee	X				
45	Commissioning Coordination		X		X	
46	Building Permit Fee					X
47	Health Department Permit					X
48	Storm/Sanitary Permits (if required)					X
49	Sanitary and Water Tap Fees					X
50	MEP Permits				X	
51	CM Performance Bond		X			
52	Subcontractor Performance Bonds		X			
53	State of Ohio CAT Tax		X		X	
54	Temporary Heat - Rentals and Fuel				X	



COST MODEL

Over the years, Graybach has accumulated an extensive cost database which allows us to provide accurate high-level budgets on a variety of building types. Graybach tracks data on 50+ projects per year; projects that we have completed ourselves and bid competitively. The cost database is a great tool which provides owners a realistic feasibility study for their project. Below are 3 very similar projects that we have selected as a comparison for the new Colerain Fire Station. The average cost per square foot is calculated using this data and then applied to the Colerain Fire Stations

	Lebanon Fire Station 41	West Chester Fire Station 73	Crescent Villa Fire Station	
Bid Date	August 2020	February 2020	February 2022	
Description	New Fire Station	New Fire Station	New Fire Station	
Building Type	Type II-B	Type II-B	Type II-B	
Total Cost	\$ 6,170,627	\$ 3,104,000	\$ 7,433,000	
Square Footage	20,821	9,608	24,630	
Inflation Factor	15%	15%	5%	
Cost/Square Footage	\$ 296.37	\$ 323.06	\$ 301.79	Average
Today's Cost/SF	\$ 340.82	\$ 371.52	\$ 316.88	\$ 343.07

Based on the average square foot price of \$343/ sqft, the new Colerain Fire Stations are expected to cost **\$4,116,000** and **\$5,145,000**, respectively, for a total cost of **\$9,261,000**. This pricing includes all general conditions and CM fees.

**COST MODEL - BREAKDOWN**

	Lebanon Fire Station 41	West Chester Fire Station 73	Crescent Villa Fire Station	
Bid Date	August 2020	February 2020	February 2022	
Description	New Fire Station	New Fire Station	New Fire Station	
Building Type	Type II-B	Type II-B	Type II-B	
Total Cost	\$ 6,170,627	\$ 3,104,000	\$ 7,433,000	
Square Footage	20,821	9,608	24,630	
Inflation Factor	15%	15%	5%	
Cost/Square Footage	\$ 296.37	\$ 323.06	\$ 301.79	Average
Today's Cost/SF	\$ 340.82	\$ 371.52	\$ 316.88	\$ 343.07

Direct Costs by Division (\$/sf)

Divisions 31-33 - Site Work	27.26	22.92	27.44
Division 3 - Concrete	24.66	33.85	39.96
Division 4 - Masonry	38.94	25.94	21.72
Division 5 - Structural Steel	12.26	16.10	33.66
Division 6 - Woods & Plastics	10.39	12.71	3.50
Division 7 - Thermal Protection	23.01	35.05	33.53
Division 8 - Openings	17.17	23.44	16.55
Division 9 - Finishes	32.30	21.88	24.68
Division 10 - Specialties	2.85	6.98	2.09
Division 11 - Equipment	0.20	1.42	0.00
Division 12 - Furnishings	0.62	0.12	0.00
Division 21 - Fire Suppression	4.90	3.64	3.41
Division 22 - Plumbing	17.12	22.40	17.48
Division 23 - HVAC	23.63	26.56	20.41
Division 26 - Electric	34.95	26.04	28.41
General Requirements	12.84	24.95	15.33
CM Fee	13.27	19.06	13.62
Total Construction Costs	296.37	323.06	301.79



COMPANY FINANCIALS

Graybach is a privately held Company and it is the Company's policy to not release detailed financial statements in its Request for Proposal submissions. Graybach's year-end asset balance and annual revenues are as follows:



Years	Assets	Revenue
2021	\$ 16,479,000	\$ 54,754,000
2020	\$ 12,861,000	\$ 44,840,000
2019	\$ 17,731,000	\$ 50,725,000

For additional information or if there are questions or concerns, please contact Graybach's CFO, Tyson Grace, at (513) 381-4868 or tyson.grace@graybach.com.



WEST CHESTER FIRE STATION 73

SECTION 2 RESUMES, INSURANCES & BONDABILITY

COLERAIN
TOWNSHIP ~ OHIO

Graybach

eMERsion
DESIGN



Pete Subach, Project Executive

Project Responsibilities

As the Project Executive, Pete will provide high level oversight to make sure the team is meeting and exceeding the client's expectations. He ensures a seamless transition as the contract navigates through various phases. Using his 23 years of experience, Pete will be there to recommend creative solutions to difficult problems. He can draw on vast experience to make meaningful suggestions while bridging the gap between the AE and owner. Pete is always available to make a final decision. He will pull the team together so that Graybach will execute the plan.

Education

Stark State College of Technology
Associate Civil Engineering

Certifications / Training

OSHA 30 hour Certification
BPM Stormwater Certification

Experience

Lebanon Fire Station 41

New construction of a 20,821 square foot fire station for the City of Lebanon

Monroe Police Station

Interior demolition of existing grocery and conversion to 28,017 square foot police station

Fort Thomas City Building

Phased renovation of 23,765 square foot City Building



Years of Experience - 23 years

West Chester Fire Station 73

Construction of a new 9,608 square foot Fire Station for the City of West Chester.

Menards

Construction of two new Menards stores and several renovations

City of Elsmere City Building - Ongoing

Construction of a new two-story 15,674 square feet City Building / Police Station



Brian Bailey, Preconstruction Lead

Project Responsibilities

As the Preconstruction Manager, Brian runs the preconstruction phase while working directly with the Owner and Design Team. He will evaluate cost feasibility and constructability, create the bid packages, solicit subcontractor and material vendors, complete takeoffs, conduct post bid interviews with bidders and provide value engineering to establish the GMP.

Education

University of Cincinnati
Bachelor of Science
College of Civil Engineering and Applied Science

Certifications / Training

OSHA 30 hour Certification
LEED AP Certification

Experience

Lebanon Fire Station 41

Brian was the lead estimator for the newly completed 20,821 square foot Fire Station for the City of Lebanon.

Monroe Police Station

As the lead estimator, Brian secured the new 28,017 square foot Monroe Police Station project. This project included the interior demolition of an existing grocery and conversion into Monroe's main command center for fire and police.

Fort Thomas City Building

Brian was the lead estimator for the renovation of the 23,675 square foot Fort Thomas City Building.



Years of Experience - 20 years

West Chester Fire Station 73

Brian was the lead estimator for the new 9,608 square foot Fire Station for the City of West Chester.

City of Elsmere City Building

As the lead estimator, Brian was the low bidder on the new 15,674 square feet Elsmere City Building and Police Station.

Previous CMR Experience

Gateway Community College Marx Building
The Elberon Senior Living
Woodburn Avenue Senior Living
Avril Loft Condos
Hotel Covington
Cynthiana Presbyterian Church
Thomas More Biology Lab
Home Builders Association



Jason Boerger, Sr. Project Manager

Project Responsibilities

As the Project Manager, Jason will provide continuous project management throughout the duration of the project including preconstruction. Jason will manage two of new fire stations. He will help develop bid packages, assist in subcontractor award selection, subcontract executions, scheduling creation and maintenance, logistics plan, managing project costs, change orders, RFI's, submittals, closeout documents, pay applications, punch list management, coordinating and running project meetings.

Education

University of Cincinnati
Bachelor of Science
College of Civil Engineering and Applied Science

Certifications / Training

OSHA 30 hour Certification

Experience

West Chester Fire Station 73

Jason was the senior project manager for the new 9,068 Fire Station.

Boone Co. High School Phase 1 and 2

Jason managed the two projects at Boone County High School: Phase 1 was a 18,573 square foot auditorium addition; Phase 2 is a 68,000 square foot renovation of the existing school.

Stargel Stadium

Jason lead construction of the new high school football stadium in Cincinnati's West End.



Years of Experience - 20 years

West Union Square

Jason was project manager for the new 82,000 square foot, \$12.3 million apartment complex for the Cincinnati Metropolitan Housing Authority.

Menards - Fairborn, Ohio

Jason was the lead project manager on the new 48,577 square foot Menards home improvement store in Fairborn, OH.

City of Elsmere Police Station

Jason managed the construction of the new City Building and Police Station for the City of Elsmere.



Chris Wiesman, Sr. Project Manager

Project Responsibilities

As the Project Manager, Chris will provide continuous project management throughout the duration of the project including preconstruction. He will help develop bid packages, assist in subcontractor award selection, subcontract executions, scheduling creation and maintenance, logistics plan, managing project costs, change orders, RFI's, submittals, closeout documents, pay applications, punch list management, coordinating and running project meetings.

Education

University of Cincinnati
Bachelor of Science
College of Civil Engineering and Applied Science

Certifications / Training

OSHA 30 hour Certification

Experience

Lebanon Fire Station 41

Chris was the project manager for the new 20,821 square foot fire station for the City of Lebanon.

Monroe Police Station

Chris managed the 28,017 square foot tenant finish for Monroe's Police Station

Fort Thomas City Building

Renovation of 23,765 the existing city building while occupied by the City Police.



Years of Experience - 30 years

Rumpke Headquarters

Construction of a new 100,000 square foot Headquarters for Rumpke Waste and Recycling.

SORTA Northside Transit Center

Construction of new SORTA Transit Center

Hueston Woods Nature Center

Chris managed the construction of the new Hueston Woods Nature Center for ODNR



Ernest Collins, Superintendent

Project Responsibilities

As the Superintendent, Ernie is responsible for onsite supervision of field construction work. He will oversee onsite safety, site logistics, scheduling, and managing subcontractors.

Certifications / Training

OSHA 30 hour Certification
Equipment Certifications



Years of Experience - 25 years

Experience

Lebanon Fire Station 41

Construction of a new 20,821 square foot fire station for the City of Lebanon

Monroe Police Station

Ernie managed the 28,017 square foot tenant finish for Monroe's Police Station

EH Greene Intermediate School

Renovation of 23,765 the existing city building

Sycamore School District Office

New construction of a 120,000 square foot middle school with parking lot and demolition of the existing school

The Globe Furniture Store

Construction of a new 4,500 square feet furniture retail store

Menards - Tipp City

Construction of a new 48,577 square foot store



Dan Dodge, Superintendent

Project Responsibilities

As the Superintendent, Ernie is responsible for onsite supervision of field construction work. He will oversee onsite safety, site logistics, scheduling, and managing subcontractors.

Certifications / Training

OSHA 30 hour Certification
Equipment Certifications



Years of Experience - 42 years

Experience

Boone County High School Phase 1 & 2

Construction of a new 18,573 square foot Auditorium and Renovation of 68,000 square foot of existing school.

Farmer School of Business

Construction of new school facility at Miami (OH) University

Armstrong Student Center

Renovation of the existing Miami University Student Center including structural building modifications.

Camp Ernst Middle School

New construction of a 80,000 square foot middle school for Boone County, Kentucky with new parking lot and utilities.

University of Cincinnati CCM Renovation and Additions

Renovation of the Patricia Corbett Auditorium

Cincinnati Art Museum

Renovation of an entire wing, interior and exterior, while the Museum remained opened.



Graybach

16



GRAYLLC-01

ASCHINDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cincinnati/ AssuredPartners NL 5905 E. Galbraith Rd., Suite 5000 Cincinnati, OH 45236		CONTACT NAME: Annie Schindler PHONE (A/C, No, Ext): (513) 475-3317 FAX (A/C, No): E-MAIL ADDRESS: annie.schindler@assuredpartners.com	
INSURED Graybach, LLC 2416 Central Parkway Cincinnati, OH 45214		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: Cincinnati Casualty Company 28665 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			EPP 064001	12/30/2021	12/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 OH Stop Gap \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			EBA 064001	12/30/2021	12/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER IS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 063999	12/30/2021	12/30/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE FOLLOWING POLICY PROVISIONS APPLY WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:
 Additional Insured:
 General Liability: GA472 Ongoing Operations & Completed Operations; GA233 Lessors of premises, Lessors of Leased Equipment, Mortgage Assignee or Receiver
 Automobile Liability: AA4171
 Umbrella follows the underlying forms
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

INSURANCES

COLERAIN
TOWNSHIP ~ OHIO



AGENCY CUSTOMER ID: GRAYLLC-01

ASCHINDLER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cincinnati/ AssuredPartners NL		NAMED INSURED Graybach, LLC 2416 Central Parkway Cincinnati, OH 45214	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Primary and Non-contributory

General Liability: GA472 Ongoing Operations & Completed Operations; GA233 Lessors of premises, Lessors of Leased Equipment,

Mortgagee Assignee or Receiver

Automobile Liability: AA4174

Umbrella: US4096

Waiver of Subrogation

General Liability: GA472 Ongoing Operations & Completed Operations; GA233 Lessors of premises, Lessors of Leased Equipment,

Mortgagee Assignee or Receiver

Automobile Liability: AA4172

Workers Compensation: WC000313-where allowable by law

Umbrella:: follows the underlying forms

Definition of occurrence is amended to include damage to "your work", if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor and the "property damage" to "your work" is included in the "products-completed operations hazard".



Ohio	Bureau of Workers' Compensation	30 W. Spring St. Columbus, OH 43215
Certificate of Ohio Workers' Compensation		
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292. This certificate must be conspicuously posted.		
Policy number and employer 01551906 GRAYBACH LLC 2416 CENTRAL PKWY CINCINNATI OH 45214-1804		Period Specified Below 07/01/2022 to 07/01/2023
www.bwc.ohio.gov Issued by: BWC		<i>Stephanie McCloud</i> Administrator/CEO
You can reproduce this certificate as needed.		

Ohio Bureau of Workers' Compensation	
Required Posting	
Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury. The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.	
Ohio	Bureau of Workers' Compensation
You must post this language with the Certificate of Ohio Workers' Compensation.	

DP-29 BWC-1629 (Rev. Jan. 10, 2019)



5905 E. Galbraith Road
Suite 5000
Cincinnati, OH 45236
www.assuredpartners.com

July 20, 2022

RE: **Graybach, LLC**
Letter of Bondability

To Whom It May Concern:

Atlantic Specialty Insurance Company provides surety credit to Graybach, LLC for single projects up to \$40,000,000 and an aggregate of up to \$80,000,000. Atlantic Specialty Insurance Company is rated "A+" (Superior) with a financial size category of XV (\$2 Billion or greater) by AM Best and is listed on the Department of Treasury's Listing of Certified Companies.

If Graybach, LLC is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Graybach, LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me at Randal.Noah@assuredpartners.com or (513) 624-1768.

Sincerely

Atlantic Specialty Insurance Company

Randal T. Noah, Attorney-In-Fact

SECTION 3 PROPOSED MODIFICATIONS TO CONTRACT

COLERAIN
TOWNSHIP ~ OHIO

Graybach

emersion
DESIGN



PROPOSED MODIFICATIONS TO AGREEMENT

Graybach has no proposed modifications to the contract.

Graybach acknowledges Addendum 1, sent on October 11, 2022.



FLORENCE NATURE CENTER



ELSMERE CITY BUILDING



EH GREENE INTERMEDIATE SCHOOL

11/18/21

SECTION 4 PRECONSTRUCTION SERVICES

COLERAIN
TOWNSHIP ~ OHIO

Graybach™

eMERsion
DESIGN



PRECONSTRUCTION APPROACH

One of the benefits of hiring Graybach is our strong connections with potential subcontractors in both the Cincinnati and Dayton markets. For any successful project, it is important to have a team of subcontractors who are eager to work together as a team. In the past 15 years, Graybach has evolved from a startup general contractor to one of the largest construction companies in the Tri-State area. With this growth, Graybach has continually added to its vast database of prequalified subcontractors. Graybach has developed and maintained these relationships with subcontractors who work hand and hand with us during the preconstruction and budgeting phase of the project.

Once Graybach is awarded the project, we will start developing subcontractor interest so potential bidders will have the project on their radar. This includes outreach programs and phone calls to subcontractors to garner their interest. Graybach will go the extra mile to get the most comprehensive and competitive subcontractor bid responses.

In addition to the current 500+ pre-qualified subcontractors and vendors, Graybach is willing to prequalify subcontractors or material vendors interested in bidding on the project. Graybach uses the State of Ohio Prequalification Form for this process. During the prequalification, Graybach analyzes the company's abilities including experience, financial stability, current workload, safety record and litigation records.

Self Perform Work

In addition to the subcontractor pricing, Graybach has the capability to self-perform certain tasks if needed, namely carpentry, door install, and specialties. As the construction manager, we do not intend to self-perform any trades, but we have the capacity to supplement a subcontractor who is falling behind schedule. This allows Graybach to have better control of meeting project milestones and also providing value to owner by completing the project on schedule.

Bid Packages

Each bid package will contain a project schedule and its own scope of work detailing the exact scope and time the subcontractor is expected to be onsite. Graybach's preconstruction team and project manager will draft and review each scope to ensure there are no scope gaps prior to the owner's review and releasing the bid packages to the subcontractors.



Bid Packages (cont.)

Graybach will use its expertise to draft bid packages to maximize subcontractor participation. If bid packages are written incorrectly with incomplete or improper scopes, it will deter bidders from bidding, so it is crucial that the bid packages are written appropriately.

Following is a preliminary list of the proposed bid packages. This list is subject to change based on final design documents.

Bid Package Name		Description
BP-1	Final Cleaning	Final Cleaning, Progress Cleaning, Exterior Final Clean
BP-2	Sitework	Site Demo, Rough/Final Grading, Excavation, Utilities, Erosion Control, Survey
BP-3	Asphalt Paving	Asphalt Paving, Gravel Subbase, Striping, ADA Parking Signs
BP-4	Curbs	Concrete curbs
BP-5	Fencing	Fencing and Gates
BP-6	Landscaping	Plantings, Sod, Seed
BP-7	Concrete	Foundations, Slabs, Sidewalks, Bollard Installation
BP-8	Masonry	CMU, Veneer, HM Frame Installations in CMU
BP-9	Steel	Structural Steel and Miscellaneous Steel
BP-10	Rough Carpentry	Wood Trusses and Roof Sheathing
BP-11	Casework	Casework and Tops
BP-12	Air Barrier	Liquid Air Barriers
BP-13	Roofing / Wall Panels	Roofing, Wall Panels, Soffits, Sheet Metal, Roof Blocking
BP-14	Joint Sealants	Caulking of Masonry and Concrete Joints
BP-15	Door (Material)	Material for Doors, Frames and Hardware
BP-16	Overhead Doors	Overhead Doors
BP-17	Aluminum	Aluminum Storefront & Doors, Glazing, Windows
BP-18	Drywall & Ceilings	CFMF, LGMF, Drywall, Acoustical Ceilings, Blocking, Door Install
BP-19	Flooring	Tile, Resilient Flooring, Carpet, Base, Sealed Concrete
BP-20	Painting	Interior and Exterior Painting
BP-21	Specialties	Toilet Partitions and Accessories
BP-22	Signage	Room Signage and Cast Letters
BP-23	Flagpole	Flagpole
BP-24	Fire Suppression	Fire Suppression System
BP-25	Plumbing	Interior Plumbing Fixtures and Piping, Oil Interceptor
BP-26	HVAC	Equipment, Ductwork, Air Devices, Louvers, Controls, Balancing, Exhaust
BP-27	Electric	Electrical Equipment, Lighting, Power, Fire Alarm
BP-28	Technology	Audio Visual, Security, Access Controls



PRECONSTRUCTION STAFFING SCHEDULE

Below is the staffing schedule for preconstruction services. Brian Bailey will be the lead for the preconstruction phase with Chris Wiesman and Pete Subach assisting with their expertise in fire stations. Graybach may also consult subcontractors and material vendors for up-to-date cost budgeting purposes.

	2022		2023						
	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	
PRECONSTRUCTION	X	X	X	X	X	X	X	X	
PROJECT EXECUTIVE					12%				
SR. ESTIMATOR / PRECONSTRUCTION					40%				
SENIOR PROJECT MANAGER					20%				
INTERN / CO-OP					8%				

Critical Preconstruction Issues

The most critical issue during the preconstruction will be coordinating long lead times for materials, specifically, the electrical switchgear and generator. During the preconstruction process, Graybach will identify issues with lead times and produce accelerated bid packages for trades with critical lead times. Possibly accelerated bid packages are site work, precast concrete, HVAC and electric.

Subcontractor Consultants

Graybach has many resources for budgeting. A few subcontractors who may help on this project are Milcon Concrete, A. Jacob Masonry, Carter Lumber, Valley Interiors, Teepee Mechanical and B&J Electric.

Quality and Cost Control

During the design and bidding process, Graybach will continually monitor the construction budget during the design development phase and report any budget or design concerns to the design team.



Pre Bid Meeting and Questions

During the bidding phase, Graybach will field questions from potential bidders and consult with the design team as needed. Answers to questions will be distributed via addendum and sent to all plan holders and interested bidders via Building Connected and Builders Exchange. A pre bid meeting will be held for interested bidders to view the existing site conditions and ask questions regarding the bid process.



Subcontractor Bid Submission

Subcontractor and material vendor bids will be submitted on the Building Connected platform. Access to Building Connected will be provided to the Owner and design team, so bids can be viewed at any time for full transparency.



Post Bid Interviews

After bids are received, Graybach will conduct post bid interviews with the two low bidders of each bid package. During the review, Graybach will do a page-by-page bid review to ensure the subcontractor understands their complete scope. A schedule review will also be conducted to ensure the subcontractor has the proper manpower available to meet the schedule. Once interviews are completed and the bids are leveled, Graybach will compile the list of all bidders and identify the lowest and best bidder in each bid package to establish the GMP.

Value Engineering

If the GMP comes in over budget, Graybach will work with the Owner and design team to provide a list of value engineering options to reduce cost without losing functionality of the building. Graybach will consult with each subcontractor and manufacturer to identify items that may be able to be completed more economically.

SECTION 5 SERVICES FOR CONSTRUCTION PHASE

COLERAIN
TOWNSHIP ~ OHIO

Graybach

eMERsion
DESIGN



SCHEDULE

Graybach utilizes the following Scheduling Approach:

1. Develop and maintain an open line of communication between Owner, design team, and CM to fully establish the expectations of the project related to schedule, final product, and daily operational needs.
2. Meet with building inspectors to communicate and gain approval of phased occupancy requirements.
3. Utilize extensive history of scheduling similar projects of size and nature to create an achievable, streamlined initial project schedule to utilize for preconstruction process. A well-organized schedule that maintains subcontractor efficiencies, allows for more competitive bidding from the subcontractors resulting in a lower project cost to end user.
4. Work as a team with awarded subcontractors to create an agreed upon final schedule.

With the level of design provided in the RFP documents, we are presenting a preliminary milestone schedule. Upon establishing final material and equipment selections with the related lead time information, the schedule will be further developed and detailed into the final project Ghant schedule. Both sites are assumed to occur simultaneously.

Due to the long lead times for the electrical switchgear and generators, these items will be procured during the Early Site Bid Package.

Construction Milestone / Critical Dates:

Establish Site GMP:	3/29/2023
Mobilization Onsite:	5/1/2023
Establish Building GMP:	6/30/2023
Roof Dry-In:	1/1/2024
Substantial Completion:	6/30/2024
Final Completion:	7/31/2024



CONSTRUCTION STAFFING SCHEDULE

Below is Graybach's proposed staffing schedule during construction services. Jason Boerger will take the lead as the Senior Project Manager and will be the main contact with the owner and design team. Our onsite superintendents, Ernie Collins and Joe Weingartner, and project engineer, Chris Wiesman, will assist Jason with project coordination and scheduling. Ernie and Joe will be responsible for jobsite safety, subcontractor management, site logistics and quality control. Pete Subach will be available as needed to help with any concerns the owner and design may have.

	2023								2024						
	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY
CONSTRUCTION	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
PROJECT EXECUTIVE								10%							
SENIOR PROJECT MANAGER								100%							
PROJECT ENGINEER								25%							
SUPERINTENDENT								100%							
ACCOUNTING								10%							
INTERN / CO-OP								10%							
CLOSEOUT															x
SENIOR PROJECT MANAGER															50%
SUPERINTENDENT															100%
INTERN / CO-OP															25%



WEST UNION SQUARE



FLORENCE NATURE CENTER



UNIVERSITY OF CINCINNATI EDWARDS



Management Approach

Construction 101 states that every successful construction project must start with a reasonable construction budget and a realistic schedule. It is easy to say but execution is what truly matters. Execution is where Graybach excels and is how Graybach has positioned itself to have never incurred liquidated damages or delay claims on late projects and has always finished projects for the contracted amounts without ever finding itself in litigation.

How has Graybach achieved this level of historical success and how will Graybach continue to achieve this level of success on the JEMS Facility project? It is a multifold solution consisting of 1) Financial Controls to control budgets and contingencies, 2) Schedule controls to ensure the project is progressing on time including sufficient project staffing and 3) Project Management Controls to verify the quality of work being performed is consistent with the drawings, specifications and expectations of Graybach, App Architecture and JEMS.

Scheduling

Graybach's management team will develop a detailed project schedule in coordination with its subcontractors, its material suppliers, the building inspector, the Architect and ultimately the Owner. This achieves multiple goals:

- Provides a road map to completion for all parties involved
- Ensures buy in and commitment from all parties involved to do their part in achieving the end goal which is timely project completion
- Identifies the critical path to project completion while allowing management to timely identify potential scheduling issues and to address those before they become significant problems



Graybach utilizes Microsoft Project for its project scheduling. Microsoft Project provides integrated Gantt chart scheduling and resource management. Gantt chart scheduling in Project employs critical path analysis that can be manually or auto-updated depending on your need to analyze network logic. Throughout the duration of the project, the management team will keep a regularly updated schedule that will allow pinch points or critical path risks to be identified early and resolutions to be determined before the issue becomes a crisis. This is even more important during the current supply chain issues and the corresponding delays in material deliveries.



Communication and Change Order Management

Change orders are a necessary tool to compensate for owner changes, unforeseen conditions and clarifications issued by the AE through the RFI process. Understanding that change orders are a necessary part of the construction process we excel at streamlining the process to ensure that the owner is not caught off guard. Regardless of the reason for the change our team has a seamless process that is fully transparent affording the owner the peace of mind to make informed decisions in real time.

Immediately upon the discovery of a change the issue is logged in Procore. Subcontractor quotes are solicited and compiled to align with a clearly written scope. All information is assembled in an easy-to-understand format and presented to the owner. Materials and Labor are itemized with vendor quotes, labor rates, fringe benefits and burden. Understanding that time is of the essence, the timely compilation of easy-to-understand change order submissions is our utmost concern.

Not all change orders result in additional costs to the owner. We first consider the following:

1. Does the change fall under an allowance?
2. Can the change be absorbed by the project contingency?
3. Can an added scope be offset by a deduct for a decreased scope?
4. Does a change in means and methods decrease the cost?
5. Can we absorb the change in the existing project schedule?



Under no circumstance will we proceed with changes in scope that result in additional cost consideration without the full support and approval of the owner. We utilize Computer Ease software which is fully capable of delivering cost itemization, invoices and labor hours to the owner in real time. A click of a button sends actual subcontractor and vendor invoices to our clients. Full transparency is the cornerstone of trust that allows a change order to be incorporated into the project without resulting in delays.

Project Closeout

Graybach LLC has created a proven closeout process that will turnover a usable, quality space that the JEMS Facility staff and community will be proud of for years to come. This will be achieved through the use of our closeout process. These processes have been refined, tested and utilized to achieve substantial completion, final inspections, as well as a thorough final clean prior to and after the punch list work is complete.



Project Closeout (cont.)

Once the final work is complete, Graybach LLC will seamlessly turnover the facility to allow the owner to move into their new space. With the substantial completion date recognized, our closeout processes performed, and the utilization of Procore CM Software to drive the warranty documents to a quick completion and timely project close the Project is finalized.



We are always looking for ways to improve our processes for our clients and we have found that going paperless in the turnover process is most ideal. Our electronic documentation of these closeout items keeps the entire project information in one easy to find, easy to sort system. Thorough training and documentation will be gathered and submitted in a user-friendly format, which will be previously reviewed and approved by JEMS.

Ideally, we will not have any quality issues or punch list items during design or construction. The reality is that issues will arise, and the timeliness and efficiency of the project team in managing those issues impacts the overall quality of the facility. An innovative tool that will help with that process is a QA/QC/punch-list system within Procore. This system is a web-based management system that allows the project team to communicate QA/QC issues in real time with the entire project team, essentially addressing issues as they happen to avoid delays that could possibly compound later in the project. By creating a rolling punch list at the beginning of the project, the project team will be able to complete the project with a minimal punch list.

Our mission is to make the project turnover as seamless as possible. We walk with the Owner hand-in-hand to ensure the equipment functionality and systems are understood from every detail. We will take great care to ensure your facility management team is fully trained on the various operating systems of your building. Our subcontractors are required to provide video documentation of the training for easy reference later on.

Prior to the end of the typical 12-month warranty period, we will perform an 11-month walk through with the facilities group and whomever you deem necessary, to see if there are any outstanding issues that need attention. We will work diligently with the designated trades to remedy any such findings and ensure your complete satisfaction.

Once the project is turned over, it is not goodbye. We treat our clients as clients for life and are here to assist in any way that we can. If there is ever a time when attention is needed to a particular item, we are one phone call away.



WORKING WITH OWNER AND DESIGN TEAM

Successfully collaborating with the Owner and AE is consistently one of Graybach's most proud achievements. The cornerstone of a successful project is an accurate budget wherein the Owner receives all they can afford, while making sure the AE does not feel handcuffed by budget restraints. To that end Graybach employs the best estimating team in the business. Throughout the entire process we will work to establish accurate and understandable budgets allowing the AE the flexibility to explore their creative side throughout each preconstruction phase. Graybach has a history of competitive public bids spanning over a decade. No singular company has finished in the top three bidders more than us. Let us put our estimating expertise to work for your preconstruction team to:

1. Establish realistic allowances
2. Detail assumptions that will be included in the upcoming GMP Proposal
3. Provide accurate and detailed budget information that keeps up with the design pace of the AE
4. Suggest unit costs to control future variables

A complete understanding of the construction documents is a necessity to help bridge the gap with the Owner and AE. Graybach will understand the drawings and specifications throughout each phase better than anyone and will provide feedback including:

1. Constructability / feasibility recommendations, if it can be done we know how
2. Value engineering suggestions, let us get more for your money
3. Drawing analysis and detailed suggestions, no one studies the details like us
4. Specification review, let us get rid of overpriced manufacturers

A cornerstone of successful collaboration is the creation of a detailed and realistic construction schedule. In uncertain times like this it is nice to have the collective scheduling expertise of Graybach on your side to suggest building materials, means and methods and vendors that can alleviate some of the variables that can derail a project. Let us produce:

- Detailed critical path Gantt chart schedules
- Milestone dates

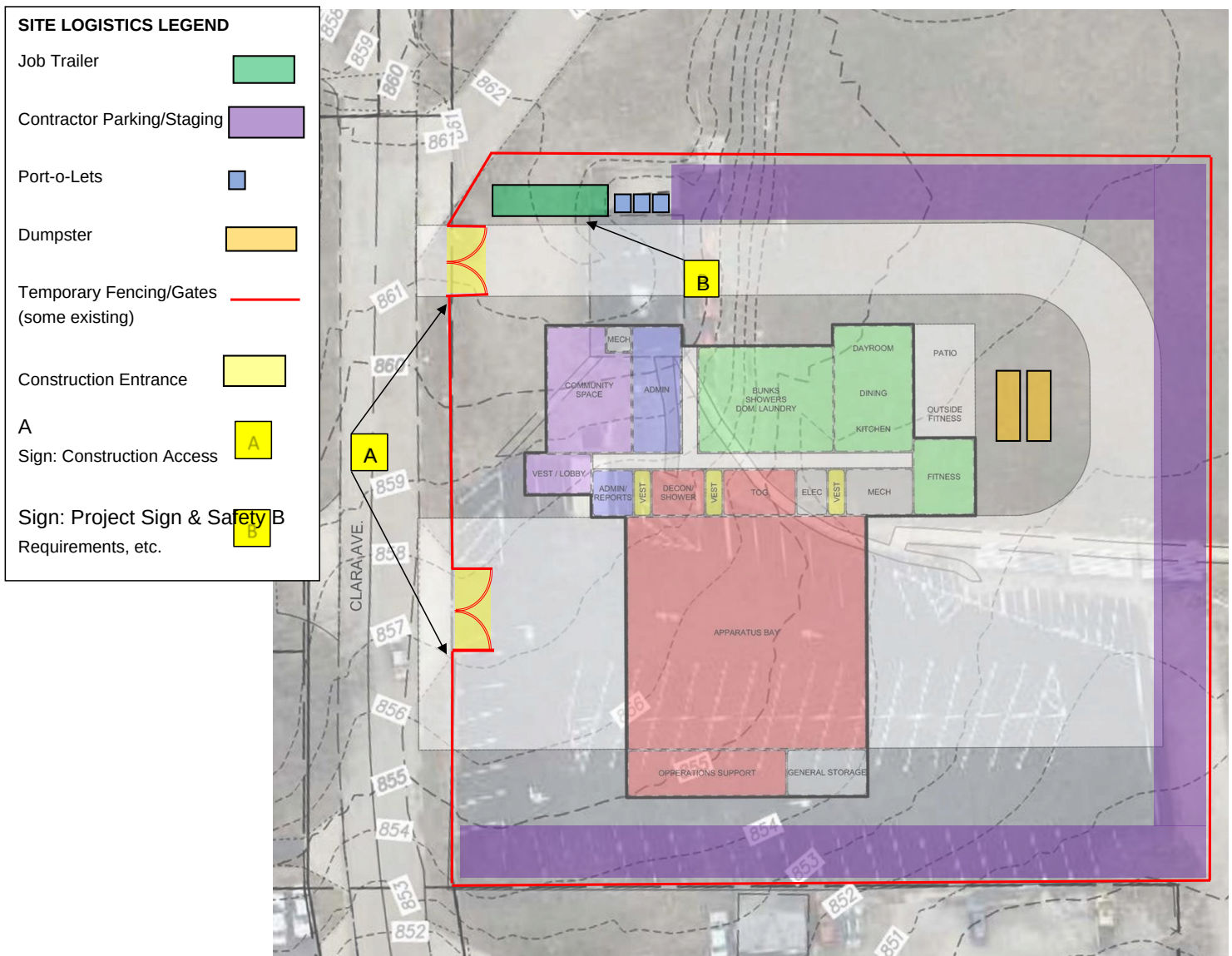
Perhaps the best compliment Graybach has received is that multiple AE firms have requested Graybach to build their offices. Most recently we built the SHP offices downtown. Before that Luminaut tapped our expertise to perform an occupied space remodel.



SITE LOGISTICS

The most under-looked area of Owner and AE dialogue usually relates to site logistics and phasing. Understanding that construction sites introduce a large amount of equipment, trucks, people and materials to an already crowded site, it is essential to have a comprehensive logistic plan. Below is Graybach's proposed site logistics plan.

COLERAIN FIRE STATION 26

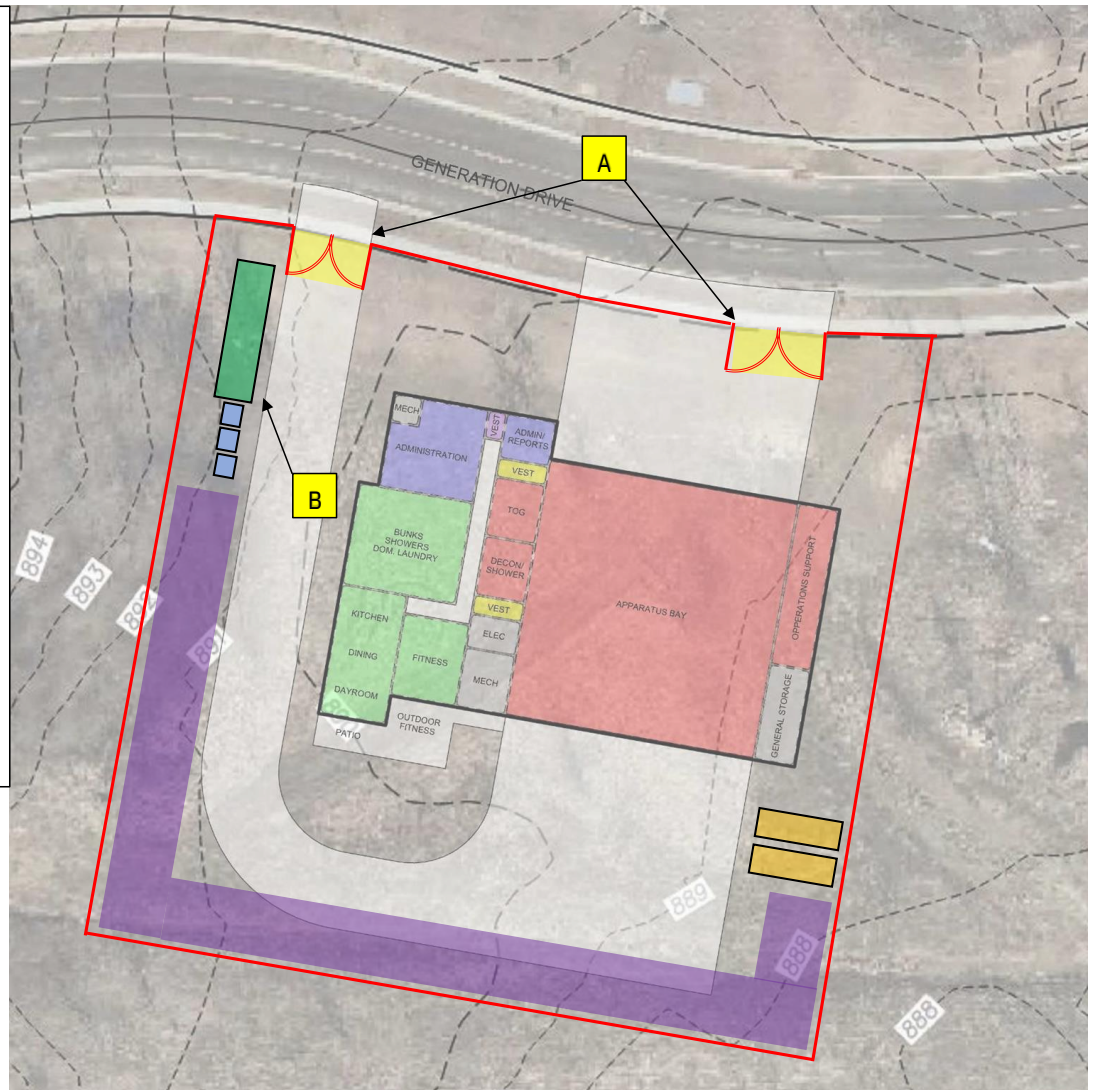




SITE LOGISTICS COLERAIN FIRE STATION 102

SITE LOGISTICS LEGEND

Job Trailer	
Contractor Parking/Staging	
Port-o-Lets	
Dumpster	
Temporary Fencing/Gates	
Construction Entrance	
Sign: Construction Access	
Sign: Project Sign & Safety Requirements, etc.	





SECTION 2.B - SIMILAR PROJECT EXPERIENCE

PROJECT NAME	DELIVERY	SF	CONTRACT AMOUNT	OWNER NAME	DESIGN FIRM
Lebanon Fire Station 41	GC/LUMP SUM	20,821	\$ 6,170,627	City of Lebanon	KZF Architects
West Chester Fire Station #73	GC/LUMP SUM	9,608	\$ 3,628,080	City of West Chester	Emersion Design
Monroe Police Station	GC/LUMP SUM	28,017	\$ 6,085,240	City of Monroe	KZF Architects
Fort Thomas City Building	GC/LUMP SUM	23,675	\$ 5,549,836	City of Fort Thomas	REH Associates
City of Elsmere City Building / Police	GC/LUMP SUM	15,674	\$ 4,619,148	City of Elsmere	Summit Architural
CPAT Burlington Fire Training	GC/LUMP SUM	15,770	\$ 855,423	Boone County	Rosstaurant Architects
Liberty Twp Service Facility	GC/LUMP SUM	18,000	\$ 2,262,000	Liberty Township	MSA Architects
Batavia Post 13 Renovation	GC/LUMP SUM	4,500	\$ 722,336	Clermont County	David N Kirk
Clermont County Sheriff's Training	GC/LUMP SUM	4,600	\$ 875,040	Clermont County	MSP Architects
Sycamore EH Greene Intermediate	GC/LUMP SUM	120,000	\$ 26,585,567	Sycamore School District	SHP



BOONE LINKS CLUBHOUSE



GROESBECK LODGE



LEBANON FIRE STATION 41



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project. Limit one page in length.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10) 2
25. TITLE AND LOCATION (City and State) Monroe Police Station 601 South Main Street, Monroe, Ohio 45050		26. YEAR COMPLETED DESIGN (if applicable): Fall 2019 CONSTRUCTION (if applicable): November 2020

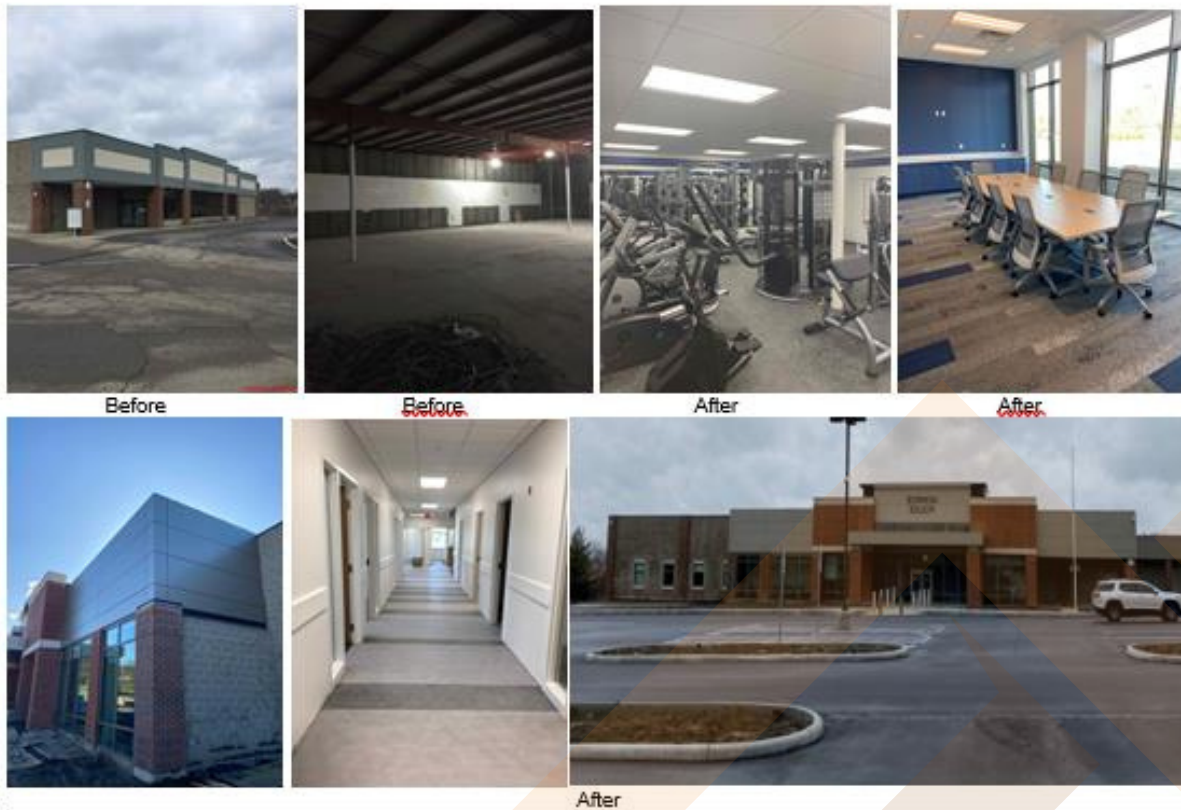
27. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Monroe Police	b. POINT OF CONTACT NAME Chief Robert Buchanan	c. POINT OF CONTACT PHONE NUMBER 513-539-9234	d. POINT OF CONTACT E-MAIL ADDRESS buchananrb@monroehio.org

28. DESCRIPTION OF PROJECT (Include project info, services, benefit/value, results, relevance, references, photographs/diagrams, awards/certifications, team members)

Project Size: 28,000 GSF | **Value:** \$8,000,000 | **Duration:** 10 Months | **Proximity to Project RFQ Site:** 11 miles

Project Description: This project involved a complete interior and exterior gut / remodel of an abandoned grocery store to convert it into the new Monroe Police Headquarters. Scope included all new walls, ceilings, finishes, fire and MEP systems. All underground mechanicals were sawcut into the existing slab and backfilled. The building facade scope included an addition at the main entry. Sitework included new parking islands, site lighting, and milling and overlay of the existing parking lot. Structural modifications were required to support new RTUs located on the roof. An addition for a sallyport was constructed on the side.

Relevance to RFQ Project: 1) Scope includes many specialty items such as ballistic glass, high-tech access controls and an interior storm shelter, 2) Comparable GSF and Value



29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Graybach LLC	(2) FIRM LOCATION (City and State) Cincinnati Ohio	(3) ROLE / RELATIONSHIP General Contractor



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project. Limit one page in length.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10) 3
25. TITLE AND LOCATION (City and State) West Chester Fire Station 73 4850 Duff Drive, West Chester, Ohio 45036		26. YEAR COMPLETED DESIGN (if applicable) Spring 2020 CONSTRUCTION (if applicable) June 2021

27. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of West Chester	b. POINT OF CONTACT NAME Joel Woodrum	c. POINT OF CONTACT PHONE NUMBER (513) 340-2678	d. POINT OF CONTACT E-MAIL ADDRESS jwoodrum@westchesteroh.org
28. DESCRIPTION OF PROJECT <i>(Include project info, services, benefit/value, results, relevance, references, photographs/diagrams, awards/certifications, team members)</i>			

Project Size: 9,608 GSF | **Value:** \$3,550,000 | **Duration:** 12 Months | **Proximity to Project RFQ Site:** 22 miles

Project Description: This project involved constructing a new Fire Station with a load bearing masonry walls, structural steel roof frame, standing seam roof, metal wall panels and masonry veneer. The building includes a storm shelter constructed with concrete walls and lid. Sitework included new site utilities, parking lots, site lighting, and landscaping. The building is equipped with an emergency radio booster and fire dispatch system.

Relevance to RFQ Project: 1) Construction of new Fire Station and associated site work, 2) Comparable GSF and Value



29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Graybach LLC	(2) FIRM LOCATION (City and State) Cincinnati Ohio	(3) ROLE / RELATIONSHIP General Contractor



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project. Limit one page in length.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10) 4
25. TITLE AND LOCATION (City and State) Fort Thomas City Building 130 North Fort Thomas Avenue, Fort Thomas, KY 41075		26. YEAR COMPLETED DESIGN (if applicable): Winter 2020 CONSTRUCTION (if applicable): August 2022

27. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of Fort Thomas	b. POINT OF CONTACT NAME Ron Dill	c. POINT OF CONTACT PHONE NUMBER (859) 441-1055	d. POINT OF CONTACT E-MAIL ADDRESS rdill@ftthomas.org

28. DESCRIPTION OF PROJECT (include project info, services, benefit/value, results, relevance, references, photographs/diagrams, awards/certifications, team members)

Project Size: 23,675 GSF | **Value:** \$5,500,000 | **Duration:** 16 Months | **Proximity to Project RFQ Site:** 44 miles

Project Description: This project involved constructing a new three-story addition to the existing City Building and renovating the existing. The City Building also houses the City's fire department, which remained occupied 24 hours a day. Special care was taken to ensure emergency dispatch systems and fire safety systems remain operational for the duration of the project.

Relevance to RFQ Project: 1) Construction of new City Building and site work, 2) Comparable GSF and Value



29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Graybach LLC	(2) FIRM LOCATION (City and State) Cincinnati Ohio	(3) ROLE / RELATIONSHIP General Contractor



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project. Limit one page in length.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10) 5
25. TITLE AND LOCATION (City and State) City of Elsmere New City Building and Police Station 3921 Dixie Highway, Elsmere, KY 41018		26. YEAR COMPLETED DESIGN (if applicable) Fall 2020 CONSTRUCTION (if applicable) August 2022

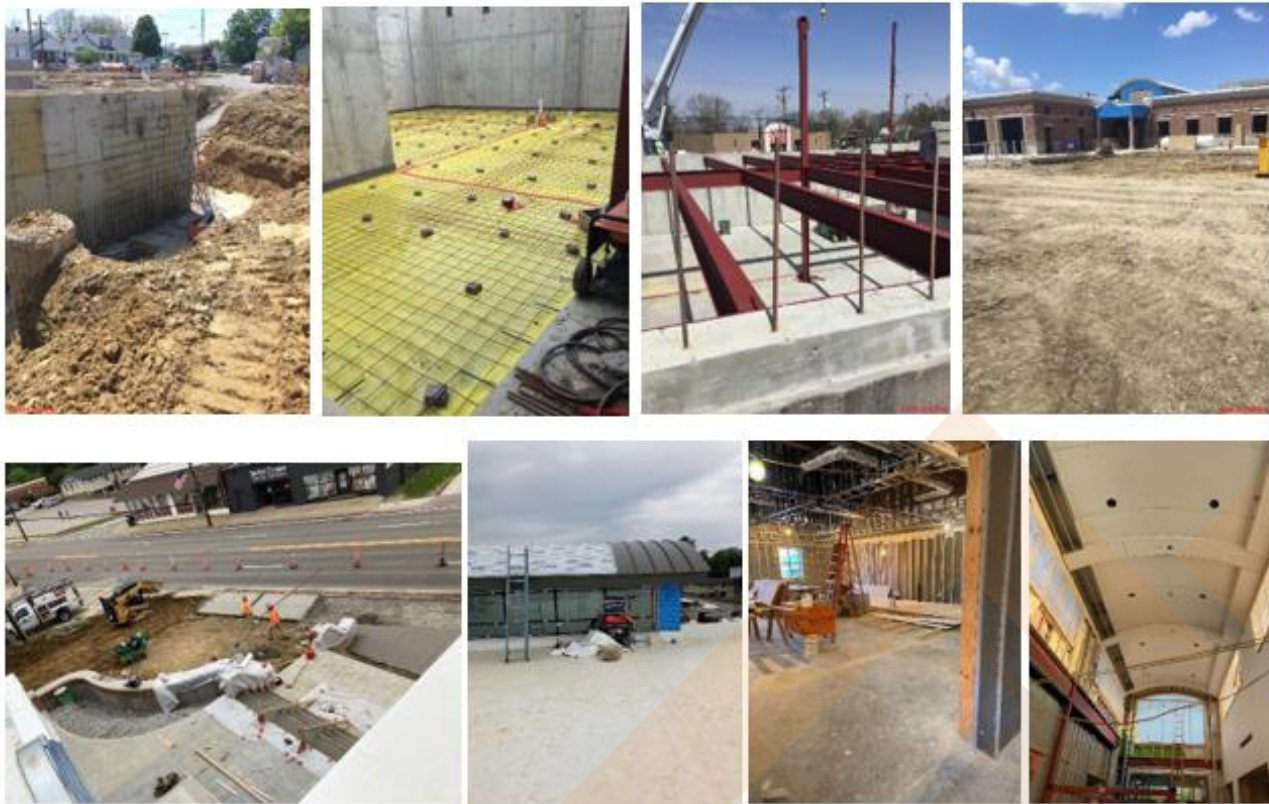
27. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of Elsmere	b. POINT OF CONTACT NAME Matt Dowling	c. POINT OF CONTACT PHONE NUMBER (859) 342-7911	d. POINT OF CONTACT E-MAIL ADDRESS dowling@cityofelsmere.com

28. DESCRIPTION OF PROJECT (Include project info, services, benefit/value, results, relevance, references, photographs/diagrams, awards/certifications, team members)

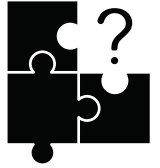
Project Size: 15,674 GSF | **Value:** \$4,619,000 | **Duration:** 18 Months | **Proximity to Project RFQ Site:** 47 miles

Project Description: This project involved constructing a new two-story City Building/Police Station with a partial basement. The site constraints were challenging with very little laid down space and several retaining walls to account for the difference grades. The building includes a large storm shelter that also serves as the sallyport. The building is equipped with a police dispatch system and emergency radio boosters.

Relevance to RFQ Project: 1) Construction of new Police Station Building and site work, 2) Comparable GSF and Value



29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Graybach LLC	(2) FIRM LOCATION (City and State) Cincinnati Ohio	(3) ROLE / RELATIONSHIP General Contractor



UNIQUE CHALLENGES AND SOLUTIONS

Below is a list of unique challenges in building the Colerain Fire Stations and Graybach's approach in completing each task.

Challenge:

Long material lead times (Electrical gear/fixtures, HVAC units, precast hollow core concrete, wood trusses, wood doors, aluminum openings, kitchen equipment, etc.)

Graybach's Approach:

These scopes of work will be set as high priority for Subcontract award and material procurement. During bidding, lead time information will be required from subs. Graybach will request and develop alternative solutions that may be more time and cost effective during the bidding/award process which can be discussed with Owner/AE during GMP creation.

Challenge:

Due to the volatility of the current market, material availability and price escalation is of concern

Graybach's Approach:

During bidding and award process, we will devise a plan that requires bidding subcontractors to immediate purchase and store offsite materials needed for scope of work. This will help mitigate any risks of the unknown material availability and price escalation. To additionally aid in the immediate ordering of materials, scopes that require field measurements can often be released with guaranteed openings by CM. This method will be used and will be at the CM risk for ensuring proper fit.

Challenge:

Manpower availability for some trades.

Graybach's Approach:

Utilizing our bidding processes and established relationships, we will obtain proper bid coverage and utilize our preferred status with subcontractors to get buy-in for the required schedule. Upon subcontract award, schedule availability will need to be a high priority.





LIST OF ACTIVE PROJECTS (AS OF 7/31/2022)

CATEGORY	PROJECT NAME	CONTRACT	%	EXP.	CMR STAFF
Education	EH Greene Intermediate School	\$ 26,794,497	95%	November 2022	Ernie Collins (Super)
Multi Family	The Pines Fire and Water Damage	\$ 1,465,658	80%	November 2022	
Municipal	Fort Thomas City Building	\$ 5,549,836	85%	December 2022	Chris W (PM); Nick Neyer (Super)
Municipal	City of Elsmere Police Station	\$ 4,619,148	85%	December 2022	Jason Boerger (PM)
Education	Indian Hill Church Elevator Addition	\$ 479,615	5%	December 2022	
Education	Newport Primary Renovations	\$ 3,399,200	3%	February 2023	
Multi Family	Marianna Terrace Renovations	\$ 7,003,654	15%	June 2023	Joe Weingartner (Super)
Education	Sycamore Transportation Facility	\$ 5,895,000	0%	July 2023	
Education	Boone County High School Phase 2	\$ 9,089,400	20%	August 2023	Dan Dodge (Super)
Education	Indian Hill Primary School - General Trades	\$ 845,718	10%	August 2023	
Education	Montgomery Co Environmental Lab	\$ 6,098,000	0%	September 2023	
Education	Indian Hill Middle School - General Trades	\$ 3,200,000	10%	October 2023	
Medical	VA Cincinnati Emergency Expansion	\$ 3,365,000	8%	December 2023	
Municipal	Hamilton Co. Todd Portune Elevator Mods	\$ 999,200	0%	December 2023	
Education	UC Elevator Upgrades	\$ 3,098,000	0%	December 2023	
Education	Mason Early Childhood Center	\$ 4,363,600	0%	December 2023	
Municipal	Kenton County District Office	\$ 11,396,000	0%	March 2024	Jason Boerger (PM)



SYCAMORE HS



HEIST & CO.



PROJECT MANAGEMENT SOFTWARE

For the project Logistics Graybach will utilize Procore Construction Software. Procore manages construction projects and resources from the planning phase through the closeout phase. Procore connects every project contributor from the Owner to the Architect to the CMR to the subcontractors to the details of the project. Procore's ability to communicate across teams makes it easier to work together by establishing a single source of truth giving the entire project team access to everything they need to know to get the job done.



Below are some key features of Procore :

1. Plan and specifications distribution & viewing: the team will be able to compare different versions of plans, and view live updates/revisions to plans including from their mobile devices in the field.
2. Issue tracking & punch lists.
3. Photo documentation allowing team members to document construction progress and/or issues by uploading photos from the field
4. Jobsite reports will be prepared by Graybach's management team including jobsite safety reports and daily logs.
5. RFI tools allowing all team members to create and the subsequently track RFIs.
6. Submittals will be submitted through Procore allowing for ease of tracking, including annotation, routing and ultimately submittal approval all online.



MONROE POLICE STATION



ACCOUNTING SOFTWARE AND COST CONTROL

Graybach utilizes ComputerEase as its accounting and project financial management software. ComputerEase is unique in that it is a Cincinnati based software company that specializes in construction and specifically General Contracting for over 30 years and has thousands of clients throughout the United States. ComputerEase is a real time software program allowing Graybach's project management team to know all costs incurred to date on a project down to the invoice level, the status of subcontractors and their billings against their contract balance and where a project stands as compared to budget. ComputerEase will facilitate significant and effective financial controls for the JEMS Facility project which are consistent with the controls on other Graybach projects. These are not unique one off controls specifically for this project, rather, they are effective controls that Graybach's management uses across every project. Most importantly are controls around cash distributions; it is imperative that any expenses incurred are specific to the project, are tracked within the project budget and are appropriately approved before being distributed. When an invoice is sent to Graybach, Graybach's AP Clerk reviews the invoice to ensure it appears legitimate and accurate, enters the invoice in ComputerEase and attaches a scan of the invoice within the program. The invoice is then routed to the Project Manager who reviews the invoice for reasonableness and accuracy and applies the invoice against the subcontractors or Materialman's subcontract or purchase order balance.

ComputerEase also allows Graybach's project management team to track the job budgets including contingency budgets. All costs incurred are added to the job budgets so at anytime anyone on the project team can get a current budget to actual cost estimation including an estimation of where contingencies stand and detail of any of their usage. Job cost details are always available upon request. Graybach's Project Management team updates the job financial budgets and forecasts on a regular basis (at a minimum monthly basis) so the entire team has an understanding of the job's performance at anytime throughout the construction process





GRAYBACH, LLC
CONSTRUCTING TOMORROW



Sinclair Garage Elevator / Dayton, OH

THANK YOU!

COLERAIN
TOWNSHIP ~ OHIO
eMERSION
DESIGN

COLERAIN FIRE STATIONS

Request for Proposal for CMR Services

October 21, 2022



www.graybach.com



2416 Central Parkway,
Cincinnati, OH 45214



513-381-4868



pete.subach@graybach.com



OSWALD
MORE THAN BUILDING

Colerain Twp RFP

Firehouses 26 & 102 | Construction Management Services
October 21, 2022

Colerain Fire Stations 26 & 102

A. Fee Proposal:

1. Estimated Cost of Work (Direct Work):	\$7,762,592
2. Reimbursable Expenses:	
Project Staff – PreConstruction:	\$42,795
Project Staff – Construction:	\$522,464
General Conditions:	\$91,989
General Requirements:	\$Included w/ Direct Work
P&P Bond:	\$58,662
SDI:	\$Not Required (see #8 below)
GL Insurance:	\$56,698
Builder's Risk Insurance:	\$18,329
Total Reimbursable Expenses:	\$790,937
4. CAT Tax (0.26%)	\$Included w/ Direct Work
5. Construction Contingency (10.0%):	\$776,700
6. Construction Management Fee (2.95%):	\$269,771
7. Total Estimated Construction Cost:	\$9,600,000

B. General Assumptions:

1. This fee proposal is based on the RFP from Colerain Township dated 9/27/22.
2. The fee proposal is based upon a Total Construction Budget of \$9,600,000.
3. The preconstruction fee is based upon the requirement to produce estimates for both fire stations at SD, DD and then a GMP for each.
4. Includes full-time supervision during construction for each project. Our proposal is based upon both projects being constructed simultaneously and similar construction type.
5. General Conditions items included only per the Sample List. No other items are included as stated on Page 7 of the RFP.
6. Project schedule is estimated to be 12 months of construction. The construction duration could vary depending upon multiple factors including but not limited to building type, utility availability/location, soil composition, etc.
7. This proposal does not include SDI as it is not Oswald's policy to bond every subcontractor. Should Oswald and Colerain collectively determine that certain subcontractors should be bonded, the cost to do so will be presented at that time.
8. Contingency recommendations:
 - a. Schematic: 10%
 - b. Design Development: 6%
 - c. GMP: 3%

Colerain Township Fire Stations 26 and 102

RFP Attachment

Financial Proposal: Fill in page 2 (yellow highlighted cells)

Estimated Construction Cost \$ 9,600,000 *Assumes an approx 3.5% fee for CM & Precon Fees.

Estimated Direct Cost of the Work* \$ 9,275,000 *Concept Design Cost of Work estimate resulted in a probable cost of 8.6 - 9.2M.

General Requirements			
Description	Amount	Fixed Amount or % (F/P)	Percentage (Clarify how % is calculated) / Notes
Temp Facilities			DO NOT NEED TO FILL IN AT THIS TIME
Small Tools & Supplies	\$ -		Cost of Work / Subcontractor Cost
Job Office	\$ -		Cost of Work / Subcontractor Cost
Plant, Plant Rental	\$ -		Cost of Work / Subcontractor Cost
Temp Buildings	\$ -		Cost of Work / Subcontractor Cost
Temp Roads	\$ -		Cost of Work / Subcontractor Cost
Winter Weather	\$ -		Cost of Work / Subcontractor Cost
Hoist Facilities			DO NOT NEED TO FILL IN AT THIS TIME
Personnel & Material Hoist	\$ -		Cost of Work / Subcontractor Cost
Operate Personnel & Material Hoist	\$ -		Cost of Work / Subcontractor Cost
Temp Elevators	\$ -		Cost of Work / Subcontractor Cost
Operate Temp Elevators	\$ -		Cost of Work / Subcontractor Cost
Cranes	\$ -		Cost of Work / Subcontractor Cost
Operate Cranes	\$ -		Cost of Work / Subcontractor Cost
Misc Hoisting	\$ -		Cost of Work / Subcontractor Cost
Hoist Recovery	\$ -		Cost of Work / Subcontractor Cost
Crane Recovery	\$ -		Cost of Work / Subcontractor Cost
Temp Utilities			DO NOT NEED TO FILL IN AT THIS TIME
Temp Heat	\$ -		Cost of Work / Subcontractor Cost
Temp Light & Power	\$ -		Cost of Work / Subcontractor Cost
Temp Plumbing	\$ -		Cost of Work / Subcontractor Cost
Temp Toilets	\$ -		Cost of Work / Subcontractor Cost
Cleaning			DO NOT NEED TO FILL IN AT THIS TIME
General Cleaning	\$ -		Cost of Work / Subcontractor Cost
Dirt Chutes	\$ -		Cost of Work / Subcontractor Cost
Dumpsters	\$ -		Cost of Work / Subcontractor Cost
Rubbish Removal	\$ -		Cost of Work / Subcontractor Cost
Site & Street Cleaning	\$ -		Cost of Work / Subcontractor Cost
Exterior Wall Cleaning	\$ -		Cost of Work / Subcontractor Cost
Final Cleaning	\$ -		Cost of Work / Subcontractor Cost
Protection & Safety	\$ -		DO NOT NEED TO FILL IN AT THIS TIME
General Protection & Safety	\$ -		Cost of Work / Subcontractor Cost
Protection Finish Work	\$ -		Cost of Work / Subcontractor Cost
Sidewalk Bridge	\$ -		Cost of Work / Subcontractor Cost
Fencing & Gates	\$ -		Cost of Work / Subcontractor Cost
Watchman, Traffic Control	\$ -		Cost of Work / Subcontractor Cost
Fire Watch	\$ -		Cost of Work / Subcontractor Cost
Protect Existing Structure/Equipment	\$ -		Cost of Work / Subcontractor Cost
Protect Public Utilities	\$ -		Cost of Work / Subcontractor Cost
Special Protection/OSHA	\$ -		Cost of Work / Subcontractor Cost
First Aid Facilities/Supplies	\$ -		Cost of Work / Subcontractor Cost
Fire Extinguishers	\$ -		Cost of Work / Subcontractor Cost
Signage	\$ -		Cost of Work / Subcontractor Cost
Professional Services & Permits	\$ -		DO NOT NEED TO FILL IN AT THIS TIME
Permits	\$ -		Cost of Work / Subcontractor Cost
Testing & Inspection	\$ -		Cost of Work / Subcontractor Cost
Consultant	\$ -		Cost of Work / Subcontractor Cost
Surveying	\$ -		Cost of Work / Subcontractor Cost
Add'l Plans and Specs	\$ -		Cost of Work / Subcontractor Cost

Insurance, Taxes, & Bonds	\$ 133,689		
Builders Risk Rate (%)	\$ 18,329	0.20%	Enter % that will be charged of full contract.
Professional Liability / General Liability Insurance Rate (%)	\$ 56,698	0.62%	Enter % that will be charged of full contract.
Bonding Rate (%)	\$ 58,662	0.64%	Enter % that will be charged of full contract.
SDI Rate (%)	n/a	0.00%	Enter % that will be charged on subcontract total.
GRs Subtotal	\$ 133,689		

General Conditions:			
Description	Amount	Fixed Amount or % (F/P)	Percentage (Clarify how % is calculated) / Notes
General Expenses	\$ 91,989		
Job Office	\$ 33,000	F	Enter fixed cost per the RFP description for General Conditions.
Office Equipment & Expenses	\$ 3,000	F	Enter fixed cost per the RFP description for General Conditions.
Site Office Internet	\$ 5,500	F	Enter fixed cost per the RFP description for General Conditions.
Blueprints & Copier	\$ 2,000	F	Enter fixed cost per the RFP description for General Conditions.
Software/Tech Support	\$ 27,489	F	Enter fixed cost per the RFP description for General Conditions.
ADP & Accounting	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Living, Travel, & Relocation	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Progress Photos	\$ 2,000	F	Enter fixed cost per the RFP description for General Conditions.
Misc General Expenses	\$ 19,000	F	Enter fixed cost per the RFP description for General Conditions.
Parking	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Preconstruction Staff	\$ 42,795		
Preconstruction	\$ 42,795	F	Fixed Fee
Fee	\$ -	F	Fixed Fee
Construction Staff	\$ 522,464		
Management	\$ 104,904	F	Include all required fully burdened staff per RFP.
Superintendents + Safety	\$ 260,400	F	Include all required fully burdened staff per RFP.
Engineering	\$ 137,016	F	Include all required fully burdened staff per RFP.
Accounting/Financial	\$ 20,144	F	Include all required fully burdened staff per RFP.
Scheduling	\$ -	F	Include all required fully burdened staff per RFP.
BIM	\$ -	F	Include all required fully burdened staff per RFP.
Other Staff	\$ -	F	Include all required fully burdened staff per RFP.
GCs Subtotal	\$ 657,248		

Contractor Contingency	\$776,700	10.00%	Provide % of CMR Contingency
-------------------------------	-----------	--------	------------------------------

Contractor Fee	\$269,771	2.95%	Provide % of CMR Fee
-----------------------	-----------	-------	----------------------

PROJECT TOTAL	\$ 1,837,408
----------------------	--------------

Labor Rates	
Project Executive	\$ 150.00
Project Manager	\$ 105.00
Project Superintendent	\$ 102.00
Asst. Superintendent	\$ 70.00
Safety Supervisor (per visit)	\$ 475.00
Project Engineer	See Asst. Super
Project Accountant	\$ 60.00
Project Scheduler	n/a
Preconstruction Director	\$ 140.00
Estimator	\$ 80.00

Colerain Township Fire Stations 26 and 102

RFP Attachment

Financial Proposal: Fill in page 2 (yellow highlighted cells)

Estimated Construction Cost \$ 9,600,000 *Assumes an approx 3.5% fee for CM & Precon Fees.

Estimated Direct Cost of the Work* \$ 9,275,000 *Concept Design Cost of Work estimate resulted in a probable cost of 8.6 - 9.2M.

General Requirements			
Description	Amount	Fixed Amount or % (F/P)	Percentage (Clarify how % is calculated) / Notes
Temp Facilities			DO NOT NEED TO FILL IN AT THIS TIME
Small Tools & Supplies	\$ -		Cost of Work / Subcontractor Cost
Job Office	\$ -		Cost of Work / Subcontractor Cost
Plant, Plant Rental	\$ -		Cost of Work / Subcontractor Cost
Temp Buildings	\$ -		Cost of Work / Subcontractor Cost
Temp Roads	\$ -		Cost of Work / Subcontractor Cost
Winter Weather	\$ -		Cost of Work / Subcontractor Cost
Hoist Facilities			DO NOT NEED TO FILL IN AT THIS TIME
Personnel & Material Hoist	\$ -		Cost of Work / Subcontractor Cost
Operate Personnel & Material Hoist	\$ -		Cost of Work / Subcontractor Cost
Temp Elevators	\$ -		Cost of Work / Subcontractor Cost
Operate Temp Elevators	\$ -		Cost of Work / Subcontractor Cost
Cranes	\$ -		Cost of Work / Subcontractor Cost
Operate Cranes	\$ -		Cost of Work / Subcontractor Cost
Misc Hoisting	\$ -		Cost of Work / Subcontractor Cost
Hoist Recovery	\$ -		Cost of Work / Subcontractor Cost
Crane Recovery	\$ -		Cost of Work / Subcontractor Cost
Temp Utilities			DO NOT NEED TO FILL IN AT THIS TIME
Temp Heat	\$ -		Cost of Work / Subcontractor Cost
Temp Light & Power	\$ -		Cost of Work / Subcontractor Cost
Temp Plumbing	\$ -		Cost of Work / Subcontractor Cost
Temp Toilets	\$ -		Cost of Work / Subcontractor Cost
Cleaning			DO NOT NEED TO FILL IN AT THIS TIME
General Cleaning	\$ -		Cost of Work / Subcontractor Cost
Dirt Chutes	\$ -		Cost of Work / Subcontractor Cost
Dumpsters	\$ -		Cost of Work / Subcontractor Cost
Rubbish Removal	\$ -		Cost of Work / Subcontractor Cost
Site & Street Cleaning	\$ -		Cost of Work / Subcontractor Cost
Exterior Wall Cleaning	\$ -		Cost of Work / Subcontractor Cost
Final Cleaning	\$ -		Cost of Work / Subcontractor Cost
Protection & Safety			DO NOT NEED TO FILL IN AT THIS TIME
General Protection & Safety	\$ -		Cost of Work / Subcontractor Cost
Protection Finish Work	\$ -		Cost of Work / Subcontractor Cost
Sidewalk Bridge	\$ -		Cost of Work / Subcontractor Cost
Fencing & Gates	\$ -		Cost of Work / Subcontractor Cost
Watchman, Traffic Control	\$ -		Cost of Work / Subcontractor Cost
Fire Watch	\$ -		Cost of Work / Subcontractor Cost
Protect Existing Structure/Equipment	\$ -		Cost of Work / Subcontractor Cost
Protect Public Utilities	\$ -		Cost of Work / Subcontractor Cost
Special Protection/OSHA	\$ -		Cost of Work / Subcontractor Cost
First Aid Facilities/Supplies	\$ -		Cost of Work / Subcontractor Cost
Fire Extinguishers	\$ -		Cost of Work / Subcontractor Cost
Signage	\$ -		Cost of Work / Subcontractor Cost
Professional Services & Permits			DO NOT NEED TO FILL IN AT THIS TIME
Permits	\$ -		Cost of Work / Subcontractor Cost
Testing & Inspection	\$ -		Cost of Work / Subcontractor Cost
Consultant	\$ -		Cost of Work / Subcontractor Cost
Surveying	\$ -		Cost of Work / Subcontractor Cost
Add'l Plans and Specs	\$ -		Cost of Work / Subcontractor Cost

Insurance, Taxes, & Bonds	\$ 133,689		
Builders Risk Rate (%)	\$ 18,329	0.20%	Enter % that will be charged of full contract.
Professional Liability / General Liability Insurance Rate (%)	\$ 56,698	0.62%	Enter % that will be charged of full contract.
Bonding Rate (%)	\$ 58,662	0.64%	Enter % that will be charged of full contract.
SDI Rate (%)	n/a	0.00%	Enter % that will be charged on subcontract total.
GRs Subtotal	\$ 133,689		

General Conditions:			
Description	Amount	Fixed Amount or % (F/P)	Percentage (Clarify how % is calculated) / Notes
General Expenses	\$ 91,989		
Job Office	\$ 33,000	F	Enter fixed cost per the RFP description for General Conditions.
Office Equipment & Expenses	\$ 3,000	F	Enter fixed cost per the RFP description for General Conditions.
Site Office Internet	\$ 5,500	F	Enter fixed cost per the RFP description for General Conditions.
Blueprints & Copier	\$ 2,000	F	Enter fixed cost per the RFP description for General Conditions.
Software/Tech Support	\$ 27,489	F	Enter fixed cost per the RFP description for General Conditions.
ADP & Accounting	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Living, Travel, & Relocation	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Progress Photos	\$ 2,000	F	Enter fixed cost per the RFP description for General Conditions.
Misc General Expenses	\$ 19,000	F	Enter fixed cost per the RFP description for General Conditions.
Parking	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Preconstruction Staff	\$ 42,795		
Preconstruction	\$ 42,795	F	Fixed Fee
Fee	\$ -	F	Fixed Fee
Construction Staff	\$ 522,464		
Management	\$ 104,904	F	Include all required fully burdened staff per RFP.
Superintendents + Safety	\$ 260,400	F	Include all required fully burdened staff per RFP.
Engineering	\$ 137,016	F	Include all required fully burdened staff per RFP.
Accounting/Financial	\$ 20,144	F	Include all required fully burdened staff per RFP.
Scheduling	\$ -	F	Include all required fully burdened staff per RFP.
BIM	\$ -	F	Include all required fully burdened staff per RFP.
Other Staff	\$ -	F	Include all required fully burdened staff per RFP.
GCs Subtotal	\$ 657,248		

Contractor Contingency	\$776,700	10.00%	Provide % of CMR Contingency
-------------------------------	-----------	--------	------------------------------

Contractor Fee	\$269,771	2.95%	Provide % of CMR Fee
-----------------------	-----------	-------	----------------------

PROJECT TOTAL	\$ 1,837,408
----------------------	--------------

Labor Rates	
Project Executive	\$ 150.00
Project Manager	\$ 105.00
Project Superintendent	\$ 102.00
Asst. Superintendent	\$ 70.00
Safety Supervisor (per visit)	\$ 475.00
Project Engineer	See Asst. Super
Project Accountant	\$ 60.00
Project Scheduler	n/a
Preconstruction Director	\$ 140.00
Estimator	\$ 80.00

Colerain Township, Ohio

Fire Station 26 & 102

Request for Proposal



x



x

EMERSON
DESIGN

Pepper Construction Company of Ohio
4350 Glendale Milford Rd #160
Blue Ash, OH 45242

Main: 513-563-7700
pepperconstruction.com

Paul Francois
President
pfrancois@pepperconstruction.com
Cell: 614-832-8469

Mr. Jeff Weckbach
Township Administrator
Colerain Township, Ohio
4200 Springdale Road
Colerain Twp., OH 45251

Dear Mr. Weckbach,

Thank you for your interest in the Pepper Construction team to be your trusted partner on the Colerain Township Stations 26 and 102 projects. Our experienced team is poised to offer three key success factors to ensure that we deliver your vision and meet your needs for this project.

COMMITMENT

For the entire Colerain Township Stations 26 and 102 team, commitment isn't just a word or a by-product of contract negotiations, it is in our DNA. Each of our brands are defined by our commitments to our clients. When we are brought in as partners to manage the design and construction process, we are driven by the core principle of evaluating everything we do and adding value to our client. This commitment is part of our company's cultures and defines who we are as a team and who we strive to be every day.

EXPERTISE

Commitment without expertise is simply an empty promise. The Colerain Township Stations 26 and 102 projects team prides themselves on knowledge. These team members are experts - not only in the elements of construction but also how certain decisions can affect your needs and wants. Our strength lies at the confluence of our expertise and commitment. We know what we are designing and building, and we are committed to making the city's vision a reality.

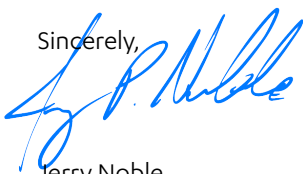
INNOVATIVE RESOURCES

All of the proposed teams are local firms with roots in the community. Driven to innovate and leverage technology, the team's combined set of resources will allow us to quickly and efficiently analyze your project and communicate effectively throughout the entire process.

At the end of the day, we hope in this response that you see clearly when you select the Pepper Construction | team as your trusted partner, you get a robust team that is committed to you and supporting your vision. We have the experience, skills and knowledge to commensurate with that commitment.

Thank you again for the opportunity, and we look forward to discussing this exciting project in more detail.

Sincerely,



Jerry Noble
Vice President, Regional Director



Table of Contents

Section 01 // Preconstruction Fees, CMR Fees, and Financial Proposal

Section 02 // Insurances

Section 03 // Bonding

A photograph of two construction workers on a job site. The worker on the left is wearing a bright yellow-green t-shirt, blue jeans, and a yellow hard hat with a patterned band. He is smiling and high-fiving the other worker. The worker on the right is wearing an orange safety vest over a dark shirt, blue jeans, and a patterned hard hat. He is also smiling and has a tattoo on his left arm. They are standing behind a yellow metal railing. In the background, there are orange traffic cones and a white bucket labeled 'PROFORM Professional Formula ALL PURPOSE Joint Compound'. The entire image has a green tint.

01

**Preconstruction, CMR
Fees, and Financial
Proposal**

Pepper



FIRE STATIONS 26 AND 102
COLERAIN, OH

Pepper Construction requests the following compensation for the project:

Preconstruction Services	Not to exceed cost of \$20,000
---------------------------------	--------------------------------

Professional Fee	1.90% of the total cost of the work.
-------------------------	--------------------------------------

General Liability Insurance	1.0% of the project cost.
------------------------------------	---------------------------

General Conditions	\$761,418
---------------------------	-----------

General Requirements	\$288,738
-----------------------------	-----------

Contingency	Typical contingency amounts to be carried throughout the process include: » 3.0%
--------------------	---

Miscellaneous tax	Pepper Construction Company will return 100% of any savings from the GMP to the Owner at the completion of the project.
--------------------------	---

Colerain Township Fire Stations 26 and 102

RFP Attachment

Financial Proposal: Fill in page 2 (yellow highlighted cells)

Estimated Construction Cost \$ 9,600,000 *Assumes an approx 3.5% fee for CM & Precon Fees.

Estimated Direct Cost of the Work* \$ 9,275,000 *Concept Design Cost of Work estimate resulted in a probable cost of 8.6 - 9.2M.

General Requirements			
Description	Amount	Fixed Amount or % (F/P)	Percentage (Clarify how % is calculated) / Notes
Temp Facilities			DO NOT NEED TO FILL IN AT THIS TIME
Small Tools & Supplies	\$ -		Cost of Work / Subcontractor Cost
Job Office	\$ -		Cost of Work / Subcontractor Cost
Plant, Plant Rental	\$ -		Cost of Work / Subcontractor Cost
Temp Buildings	\$ -		Cost of Work / Subcontractor Cost
Temp Roads	\$ -		Cost of Work / Subcontractor Cost
Winter Weather	\$ -		Cost of Work / Subcontractor Cost
Hoist Facilities			DO NOT NEED TO FILL IN AT THIS TIME
Personnel & Material Hoist	\$ -		Cost of Work / Subcontractor Cost
Operate Personnel & Material Hoist	\$ -		Cost of Work / Subcontractor Cost
Temp Elevators	\$ -		Cost of Work / Subcontractor Cost
Operate Temp Elevators	\$ -		Cost of Work / Subcontractor Cost
Cranes	\$ -		Cost of Work / Subcontractor Cost
Operate Cranes	\$ -		Cost of Work / Subcontractor Cost
Misc Hoisting	\$ -		Cost of Work / Subcontractor Cost
Hoist Recovery	\$ -		Cost of Work / Subcontractor Cost
Crane Recovery	\$ -		Cost of Work / Subcontractor Cost
Temp Utilities			DO NOT NEED TO FILL IN AT THIS TIME
Temp Heat	\$ -		Cost of Work / Subcontractor Cost
Temp Light & Power	\$ -		Cost of Work / Subcontractor Cost
Temp Plumbing	\$ -		Cost of Work / Subcontractor Cost
Temp Toilets	\$ -		Cost of Work / Subcontractor Cost
Cleaning			DO NOT NEED TO FILL IN AT THIS TIME
General Cleaning	\$ -		Cost of Work / Subcontractor Cost
Dirt Chutes	\$ -		Cost of Work / Subcontractor Cost
Dumpsters	\$ -		Cost of Work / Subcontractor Cost
Rubbish Removal	\$ -		Cost of Work / Subcontractor Cost
Site & Street Cleaning	\$ -		Cost of Work / Subcontractor Cost
Exterior Wall Cleaning	\$ -		Cost of Work / Subcontractor Cost
Final Cleaning	\$ -		Cost of Work / Subcontractor Cost
Protection & Safety	\$ -		DO NOT NEED TO FILL IN AT THIS TIME
General Protection & Safety	\$ -		Cost of Work / Subcontractor Cost
Protection Finish Work	\$ -		Cost of Work / Subcontractor Cost
Sidewalk Bridge	\$ -		Cost of Work / Subcontractor Cost
Fencing & Gates	\$ -		Cost of Work / Subcontractor Cost
Watchman, Traffic Control	\$ -		Cost of Work / Subcontractor Cost
Fire Watch	\$ -		Cost of Work / Subcontractor Cost
Protect Existing Structure/Equipment	\$ -		Cost of Work / Subcontractor Cost
Protect Public Utilities	\$ -		Cost of Work / Subcontractor Cost
Special Protection/OSHA	\$ -		Cost of Work / Subcontractor Cost
First Aid Facilities/Supplies	\$ -		Cost of Work / Subcontractor Cost
Fire Extinguishers	\$ -		Cost of Work / Subcontractor Cost
Signage	\$ -		Cost of Work / Subcontractor Cost
Professional Services & Permits	\$ -		DO NOT NEED TO FILL IN AT THIS TIME
Permits	\$ -		Cost of Work / Subcontractor Cost
Testing & Inspection	\$ -		Cost of Work / Subcontractor Cost
Consultant	\$ -		Cost of Work / Subcontractor Cost
Surveying	\$ -		Cost of Work / Subcontractor Cost
Add'l Plans and Specs	\$ -		Cost of Work / Subcontractor Cost

Insurance, Taxes, & Bonds	\$ 288,738		
Builders Risk Rate (%)	\$ 33,600	0.35%	Enter % that will be charged of full contract.
Professional Liability / General Liability Insurance Rate (%)	\$ 86,400	0.90%	Enter % that will be charged of full contract.
Bonding Rate (%)	\$ 52,800	0.55%	Enter % that will be charged of full contract.
SDI Rate (%)	\$ 115,938	1.25%	Enter % that will be charged on subcontract total.
GRs Subtotal	\$ 288,738		

General Conditions:			
Description	Amount	Fixed Amount or % (F/P)	Percentage (Clarify how % is calculated) / Notes
General Expenses	\$ 60,100		
Job Office	\$ 24,600	F	Enter fixed cost per the RFP description for General Conditions.
Office Equipment & Expenses	\$ 7,200	F	Enter fixed cost per the RFP description for General Conditions.
Site Office Internet	\$ 8,100	F	Enter fixed cost per the RFP description for General Conditions.
Blueprints & Copier	\$ 2,500	F	Enter fixed cost per the RFP description for General Conditions.
Software/Tech Support	\$ 2,200	F	Enter fixed cost per the RFP description for General Conditions.
ADP & Accounting	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Living, Travel, & Relocation	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Progress Photos	\$ 3,000	F	Enter fixed cost per the RFP description for General Conditions.
Misc General Expenses	\$ 12,500	F	Enter fixed cost per the RFP description for General Conditions.
Parking	\$ -	F	Enter fixed cost per the RFP description for General Conditions.
Preconstruction Staff	\$ 20,000		
Preconstruction	\$ 20,000	F	Fixed Fee
Fee	\$ -	F	Fixed Fee
Construction Staff	\$ 681,318		
Management	\$ 218,073	F	Include all required fully burdened staff per RFP.
Superintendents + Safety	\$ 406,003	F	Include all required fully burdened staff per RFP.
Engineering	\$ -	F	Include all required fully burdened staff per RFP.
Accounting/Financial	\$ 30,995	F	Include all required fully burdened staff per RFP.
Scheduling	\$ -	F	Include all required fully burdened staff per RFP.
BIM	\$ 11,423	F	Include all required fully burdened staff per RFP.
Other Staff	\$ 14,824	F	Include all required fully burdened staff per RFP.
GCs Subtotal	\$ 761,418		

Contractor Contingency	\$278,250	3.00%	Provide % of CMR Contingency
-------------------------------	-----------	-------	------------------------------

Contractor Fee	\$181,512	1.90%	Provide % of CMR Fee
-----------------------	-----------	-------	----------------------

PROJECT TOTAL	\$ 1,509,917		
----------------------	--------------	--	--

Labor Rates	
Project Executive	\$ 150
Project Manager	\$ 118
Project Superintendent	\$ 120
Asst. Superintendent	\$ 102
Safety Supervisor	\$ 108
Project Engineer	\$ 80
Project Accountant	\$ 80
Project Scheduler	N/A
Preconstruction Director	\$ 145
Estimator	\$ 118

Personnel Rates

PROJECT MANAGEMENT PERSONNEL

Senior Project Executive	\$ 236.00/hr
Project Director	\$ 180.00/hr
Project Executive	\$ 150.00/hr
Senior Project Manager	\$ 132.00/hr
Project Manager II	\$ 118.00/hr
Project Manager I	\$ 98.00/hr
Project Engineer II	\$ 80.00/hr
Project Engineer I	\$ 75.00/hr

PROJECT STAFF PERSONNEL

Superintendent IV/Group Supt	\$ 170.00/hr
Superintendent III/Sr Supt	\$ 146.00/hr
Superintendent III/Sr Supt(Travel)	\$ 154.00/hr
Superintendent II	\$ 120.00/hr
Superintendent II (Travel)	\$ 128.00/hr
Superintendent I	\$ 102.00/hr
Superintendent I (Travel)	\$ 110.00/hr
General Foreman	\$ 85.00/hr
Foreman	\$ 75.00/hr
Safety Director	\$ 130.00/hr
Safety Manager	\$ 108.00/hr
Safety Engineer	\$ 90.00/hr
Safety Coordinator	\$ 85.00/hr
Quality Manager	\$ 110.00/hr
Project Accountant	\$ 80.00/hr
Project Coordinator	\$ 65.00/hr
Intern / Co-op	\$ 34.00/hr

INTEGRATED CONSTRUCTION SERVICES

Preconstruction Project Exec	\$ 145.00/hr
Sr. Preconstruction Manager	\$ 132.00/hr
Preconstruction Manager I / II	\$ 118.00/hr
High Performance Manager I /II	\$ 105.00/hr
Virtual Construction Mgr	\$ 131.00/hr
Mechanical Quality Manager	\$ 132.00/hr
Quality Manager	\$ 132.00/hr

These rates are in effect through December 31, 2023. Rates are updated on annual basis.

All rates are inclusive of payroll taxes and insurance and overhead mark-ups that are set forth in the terms and conditions of the contract.

02

Insurances



Pepper



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACIG Insurance Agency, Inc. 2600 N. Central Expwy. Suite 800 Richardson, TX 75080 www.acig.com	CONTACT NAME: PHONE (A/C, No, Ext): 972-702-9004 FAX (A/C, No): 972-687-0601 E-MAIL: accountmanagers@acig.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: American Contractors Ins. Co RRG INSURER B: ACIG Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pepper Construction Company Of Ohio LLC 5185 Blazer Parkway, Suite 101 Dublin OH 43017	NAIC # 12300 19984

COVERAGES

CERTIFICATE NUMBER: 68448378

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			GL22A00036	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			GL22B00036 (GL Excess)	6/1/2022	6/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	☒ Contractual Liability			GL22C00036 (GL Excess)	6/1/2022	6/1/2023	MED EXP (Any one person) \$ 5,000
	☒ Completed Operations						PERSONAL & ADV INJURY \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			AL22000036	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☒ OCCUR			SEE ATTACHED FOR excess/umbrella policy nos., coverage & limits	6/1/2022	6/1/2023	EACH OCCURRENCE \$ see attached
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ see attached
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000011522	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WCA000024122	6/1/2022	6/1/2023	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000003522	6/1/2022	6/1/2023	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				OhioWC StateFund#1500532			E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

-see attached addendum-

CERTIFICATE HOLDER

PCCO Sample

PCCO Sample

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Callaghan

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: PEPPER

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY ACIG Insurance Agency, Inc.		NAMED INSURED Pepper Construction Company Of Ohio LLC 5185 Blazer Parkway, Suite 101 Dublin OH 43017
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: PCCO Sample

ADDRESS:

GL - If these policies are cancelled, non-renewed or materially changed, 60 days notice, except 10 days for nonpayment of premium, will be mailed to the Certificate Holder, when required by written contract, permit or agreement with the Named Insured.

WC - If these policies are cancelled, non-renewed or materially changed, 60 days notice, except 10 days for nonpayment of premium, will be mailed to the Certificate Holder, when required by written contract, permit or agreement with the Named Insured.



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY ACIG Insurance Agency, Inc.		NAMED INSURED Pepper Construction Company Of Ohio LLC 5185 Blazer Parkway, Suite 101 Dublin OH 43017
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: PCCO Sample

ADDRESS:

PEPPER ADDENDUM EXCESS LIABILITY COVERAGE
6-1-2022 to 6-1-2023

Insurer: Continental Insurance Company
Policy No.: 7034058851
Limit: \$10,000,000 x primary

Insurer: XL Insurance America, Inc
Policy Number: US00075474LI22A
\$15,000,000 x \$10,000,000

Insurer: Berkley National Insurance Company
Policy Number: CEX09600269-09
\$25,000,000 x \$25,000,000

Insurer: Allied World Assurance Company:
Policy Number: 0305-6000
Q/S \$10,000,000 po \$50,000,000 x \$50,000,000

Insurer: RSUI Indemnity Company
Policy Number: NHA098111
Q/S \$10,000,000 po \$50,000,000 x \$50,000,000

Insurer: Great American Assurance Company
Policy Number: EXC 4367812
Q/S \$15,000,000 po \$50,000,000 x \$50,000,000

Insurer: Starr Indemnity & Liability Company
Policy Number: 1000586319221
Q/S \$15m p/o \$50M x \$50,000,000 x \$50,000,000

03

Bonding



Pepper



Liberty Mutual Surety

175 Berkeley Street, Boston, MA 02116

January 4, 2022

Pepper Construction Company of Ohio, LLC
5185 Blazer Parkway, Suite 101
Dublin, OH 43017

Re: Principal: Pepper Construction Company of Ohio, LLC

To Whom It May Concern:

Pepper Construction Company of Ohio, LLC is a highly regarded and valued client of Liberty Mutual Insurance Company. The Company has always demonstrated a history of stable management, successful operations and an ability to handle large and complex projects. Pepper Construction Company of Ohio, LLC is one of Liberty Mutual Insurance Company premier contractor clients.

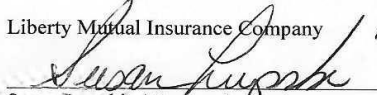
Pepper Construction Company of Ohio, LLC entertains a single project limit in excess of \$500,000,000.00 and a total bonding capacity in excess of \$1,000,000,000.00 having a remaining capacity of \$900,000,000.00. We would anticipate no difficulty providing surety support to Pepper Construction Company of Ohio, LLC on construction commitments in excess of these levels, as needs dictate.

You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between Pepper Construction Company of Ohio, LLC and Liberty Mutual Insurance Company and is subject to our underwriting of the project, review of contract terms and evidence of adequate project financing. Liberty Mutual Insurance Company assumes no liability to third parties if we do not execute said bond(s).

Liberty Mutual Insurance Company is rated A (Excellent) by A.M. Best with a financial size category XV.

Sincerely,

Liberty Mutual Insurance Company


Susan Lupski, Attorney-In-Fact

Surety Agent

Alliant Insurance Service, Inc.
333 Earle Ovington Boulevard, Suite 700
Uniondale, NY 11553
(516) 414-8900 – Telephone
(516) 414-8987 – Facsimile



Member of Liberty Mutual Group



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206266-969603**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardlin; George O. Brewster; Gerard S. Macholz; Katherine Acosta; Lee Ferrucci; Michelle Wannamaker; Nelly Renchiwicz; Peter F. Jones; Rita Losquadro; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of September, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of January, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

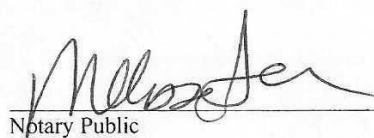
ACKNOWLEDGEMENT OF SURETY COMPANY

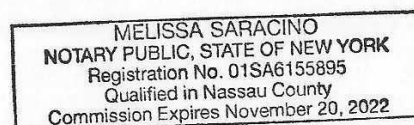
STATE OF NEW YORK
COUNTY OF NASSAU

On this JAN 04 2022, before me personally came
Susan Lupski to me known, who, being by me duly sworn,
did depose and say; that he/she resides in Nassau County, State of New York that
he/she is the Attorney-In-Fact of the Liberty Mutual Insurance Company

the corporation described in which executed the above instrument; that he/she knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and
the affiant did further depose and say that the Superintendent of Insurance of the State of New York,
has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to
Liberty Mutual Insurance Company (Surety)

his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under
any law of the State of New York as surety and guarantor, and the propriety of accepting and approving
it as such; and that such Certificate has not been revoked.


Notary Public





LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits	\$2,058,007,542	Unearned Premiums	\$8,448,706,991
*Bonds — U.S Government	2,209,760,437	Reserve for Claims and Claims Expense	23,879,216,613
*Other Bonds	15,902,755,586	Funds Held Under Reinsurance Treaties	343,068,613
*Stocks	18,517,107,230	Reserve for Dividends to Policyholders	1,192,716
Real Estate	193,169,809	Additional Statutory Reserve	77,397,000
Agents' Balances or Uncollected Premiums	6,970,170,469	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	118,399,147	Other Liabilities	6,279,510,804
Other Admitted Assets	12,079,597,645	Total	\$39,029,092,737
Total Admitted Assets	<u>\$58,048,967,865</u>	Special Surplus Funds	\$178,155,102
		Capital Stock	10,000,075
		Paid in Surplus	10,945,045,214
		Unassigned Surplus	7,886,674,737
		Surplus to Policyholders	19,019,875,128
		Total Liabilities and Surplus	<u>\$58,048,967,865</u>



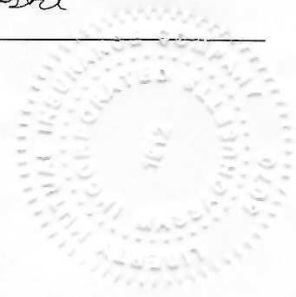
* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T. Mikolajewski

Assistant Secretary





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 10th day of November in the year 2022
(In words, indicate day, month, and year.)

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

Colerain Township – Ohio
4200 Springdale Road
Colerain Township, Ohio 45251

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

Pepper Construction Company of Ohio, LLC
4350 Glendale Milford Rd. Suite 160
Cincinnati, OH 45242
for the following Project:
(Name, location, and detailed description)

Fire Stations 26 and 102 Construction

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

Emersion Design
310 Culvert St., Suite 100
Cincinnati, Ohio 45202

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

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.)

N/A

§ 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.)

TBD

§ 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.)

Jeff Weckbach
Township Administrator
4200 Springdale Road
Colerain Township, Ohio 45251
513-923-5016

§ 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:

Init.

/

(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.)

Tim Wiley
Emersion Design

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

Joe French
Project Executive
4350 Glendale-Milford Road, Suite 160
Cincinnati, Ohio 45242
614-800-5675

§ 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.)

N/A

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

N/A

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

N/A

Init.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:54:35 ET on 11/10/2022 under Order No.3104237537 which expires on 11/29/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1396851025)

§ 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 ("GMP") 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 reasonably 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 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. The Project Schedule shall be attached at Exhibit 3.1.4.

§ 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 Preconstruction Services costs, if any, 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. Upon Owner's approval, the GMP, Schedule of Values and Clarifications shall be incorporated into Exhibit A.1.1.2.

§ 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. The Construction Manager, in its discretion and upon notice to the Owner (as part of the monthly payment application and review meeting), may transfer funds from the Contingency line item to cover cost overruns in any other line item except Fee. The Construction Manager may also transfer funds to a newly created line item to properly account for gaps in categories of Work being performed and not included in the existing Scope of Work of any trades. Such transfers shall represent additional costs incurred for the Owner's benefit and may include, but not be limited to, the following examples:

- .1 costs incurred due to excusable delays but not reimbursed by Change Order;
- .2 costs due to latent conditions which could not be foreseen but are not accepted as concealed conditions;
- .3 costs of the Work not included in the GMP budget but arguably inferable from the Construction Documents;
- .4 costs of completing the work of a defaulted or bankrupt Subcontractor in excess of the subcontract price unless that Subcontractor was enrolled in the Subcontractor Default Insurance Program (SDI);
- .5 net premium time or multiple shift or weekend time not provided for in the Contract or Change Orders;
- .6 costs for re-work when not a result of unworkmanlike performance or sub-standard efforts; and
- .7 deductible expenses for Builder's Risk Insurance if Construction Manager is responsible for such costs under the Agreement with Owner.

At Final Completion, the unused portion of the Contingency Fund shall be credited in full to the Owner.

§ 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, unless the Owner provides documentation of tax exempt status.

§ 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 issuance of applicable permits and 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 the agreement between Owner and Architect, 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.)

\$20,000

§ 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 thirty (30) 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. The Contract Sum is the Cost of the Work as defined in Article 7, Preconstruction Services costs, if any, plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee shall be determined as follows:

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

.1 _____ 1.9% _____ percent (1.9%) of the Cost of the Work as defined herein to be paid monthly as provided below, or

.2 _____ Dollars (\$ _____) as a fixed Lump Sum Fee and _____ percent (____%) on any net increases to the initial Cost of the Work to be paid monthly as provided below.

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

See Section 7.2.2 of the AIA A201-2017.

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

See Section 7.2.2 of the AIA A201-2017.

Init.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:54:35 ET on 11/10/2022 under Order No.3104237537 which expires on 11/29/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1396851025)

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the rates set forth at Exhibit 6.1.5, Construction Manager's Equipment Rental Rates and Practices, as may be revised annually by Contractor.

§ 6.1.6 As the Owner's sole and exclusive remedy for Contractor's unexcused delay, liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages, if any, shall be assessed against the Contractor for the period commencing thirty (30) days after the date of Substantial Completion in the approved Schedule until the date Substantial Completion actually occurs, subject to a cap equal to the Contractor's Fee.

§ 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.)

§ 6.1.7.1 Should as determined by final accounting, the cost of the Cost of the Work (as defined in Article 7), plus the Contractor's Fee (as defined in Article 6) be less than the GMP as adjusted by Change Order, the resulting savings shall be shared between Owner and Construction Manager on a 100 / 0 % basis, respectively.

§ 6.1.7.2 If Owner is satisfied with Contractor's performance at the conclusion of the Work, Owner may, at its sole discretion, award a bonus to the Contractor.

§ 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. The GMP is based upon, and is subject to, the Schedule of Values and Clarifications included in Exhibit A.1.1.2.

§ 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 and Contract Sum 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 and Construction Manager's self-performed trade work 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 for Construction Manager's Work performed on a cost basis, 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. Owner and Construction Manager may mutually agree to have Construction Manager self-perform trade work on either a Lump Sum or itemized cost (as defined under this Article 7), basis that will be included in the GMP Schedule of Values.

§ 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. Together with prevailing wage scale, including welfare pension and other fringe contributions, payroll taxes, Workers' Compensation Insurance charges and overhead are combined as a single rate for each classification of field labor and attached as a part of this Agreement at Exhibit 7.2.1, Construction Manager's Comprehensive Trade Rates. Such rates shall be revised annually as of June 1.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel at Construction Manager's Comprehensive Management Rates for the positions identified in Exhibit 7.2.2 at the jobsite office, in the home office to the extent directly engaged in the supervision or the administration of the Work, and in shops or on the road when expediting or inspecting the production of materials or equipment (or their transportation to) the Project. These rates, which are revised annually as of January 1, are inclusive of salary, all fringe benefits, incentives, payroll taxes, Workers' Compensation Insurance and overhead charges.

(Paragraphs deleted)

§ 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.

§ 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. Costs for items not fully consumed by the Construction Manager shall mean replacement costs.

§ 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, at rental rates established by Construction Manager's Equipment Rental Rates and Practices, set forth at Exhibit 6.1.5, 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 capped amounts established in Exhibit 6.1.5.

§ 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 Costs of premiums for all bonds and insurance which Contractor is required to produce and maintain 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.

§ 7.6.1.3 General and excess liability insurance shall be charged at the rate of \$10.00 per thousand dollars of Project cost. Premium costs for all subcontracts included in Construction Manager's Subcontractor Default Insurance ("SDI") Program will be charged at the rate of \$12.50 per thousand dollars of subcontract value.

§ 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 Unless excluded in Construction Manager's Clarifications Exhibit A.1.1.2, 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 knows or becomes aware 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, 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 policies 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.

§ 7.6.12 Costs of materials and equipment rental furnished by Contractor for General Conditions or self-performed, non-Lump Sum Work are subject to ten percent (10%) mark-up for overhead. This overhead factor is not applied to Subcontractor costs or Contractor's self-performed trade work when priced as a Lump Sum.

§ 7.6.13 Costs arising from (1) pandemic, epidemic, or declared emergency; (2) compliance with laws, codes, and regulations; or (3) any order or action of public authorities that impact the operations of the Project.

§ 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, and refunds 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. Wages, salaries and all associated taxes, costs and benefits that are combined as a comprehensive unit of pay described as "Management Rates", "Labor Rates", or "Equipment Rental Rates", as described in this Article 7, above, constitute the primary data for accounting purposes.

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. Progress and Final Payments and payments for Preconstruction Services under Article 4 shall be made to Contractor in accordance with Exhibit 11.1.1, Construction Manager's Remittance Information.

§ 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 Owner not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the next 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 thirty (30) 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 its sworn statement 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. Work performed by Construction Manager's labor force will be billed on a Lump Sum basis using the percentage of the Work completed.

§ 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.)

Ten percent (10%) retainage will be held on all individual line items subject to the reduction set forth in Section 11.1.8.2.

§ 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.)

No retainage shall be held on Contractor's Fee, materials, insurance premiums, or General Conditions.

§ 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.)

Upon fifty percent (50%) of that Work being completed and approved by Owner, no additional retainage will be withheld except to adjust the retainage for Change Orders.

§ 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.

§ 11.1.13 On the first application, Construction Manager will furnish its partial waiver of lien for the net amount of the application. Assuming prior, partial applications have been paid. Construction Manager will furnish with each succeeding partial application a current waiver of lien and the applicable waivers of lien and affidavits from Subcontractors for the previous partial application. On the final application, Construction Manager will furnish the applicable waivers and affidavits from Subcontractors for the previously paid partial application. At the time the final application is approved and funds are available for payment, Construction Manager will furnish its final waiver of lien and the applicable final waivers and affidavits from its Subcontractors. In the event a Subcontractor, or Sub-subcontractor or material supplier fails to provide a waiver of lien for any application for payment, or, should a Subcontractor or Sub-subcontractor record a lien, the Construction Manager may furnish, either directly or through the appropriate Subcontractor, a bond in lieu of the Subcontractor's absent waiver of lien. Such bond shall be for one hundred and fifty percent (150%) of the amount of the disputed claim.

§ 11.1.14 Ten percent (10%) retainage will be held on all individual line items until fifty percent (50%) of that Work is completed and approved by Owner. Thereafter, no additional retainage will be withheld except to adjust the retainage for Change Orders. No retainage shall be held on Construction Manager's Fee, materials, insurance premiums, or General Conditions' items.

§ 11.1.15 Any "Pencil Draw" review or pre-approved review of a monthly Application for Payment prior to the end of a current month's Work shall include Work reasonably estimated to be completed at the end of such month.

§ 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, if required by the Owner's Lender, if any; 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:

Init.

(Check the appropriate box.)

- ☒ [X] 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 insurance set forth in Exhibit B, Insurance and Bonds for the duration of the Preconstruction Services performed under this Agreement.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 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. Construction Manager's Certificate of General Liability Insurance, to which the Owner and the Owner's Design Professionals have been added as Additional Insureds, is attached at Exhibit 14.3.2 and establishes the coverages and limits of liability as required by Article 11.1 of the A201-2017, General Conditions.

§ 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.

§ 14.3.2.2 Owner's Certificate of "All Risk" Builder's Risk Insurance is attached at Exhibit 14.3.2.2.

§ 14.3.2.3 Upon Substantial Completion and/or beneficial occupancy of the building and prior to termination of the "All Risk" Builder's Risk Insurance coverage, the Owner will secure and place in force permanent fire and extended coverage insurance, including consequential loss and any other perils covered under a Builder's Risk Policy and will have Construction Manager named as an Additional Insured until such time as a Certificate of final Completion is issued (as its interests may appear).

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given 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.)

See Sections 1.1.9 and 1.1.12 for contact information of Owner and Contractor's respective representatives.

§ 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, as modified

Init.

- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, upon execution
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds, as modified
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified
- .5

(Paragraphs deleted)

In the event a virtual design model is implemented for the coordinated design and construction of the Project, the parties may execute a BIM Addendum on a form to be agreed to by the parties. The Owner shall cause an identical BIM Addendum to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

- .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
----------	-------	------	-------

- .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.)

Exhibit 3.1.4	Project Schedule
Exhibit 6.1.5	Contractor's Equipment Rental Rates and Practices
Exhibit 7.2.1	Contractor's Comprehensive Trade Labor Rates
Exhibit 7.2.2	Contractor's Comprehensive Management Rates
Exhibit 11.1.1	Contractor's Remittance Information
Exhibit 14.3.2	Contractor's Certificate of Insurance

Exhibits to be included in Exhibit A- Guaranteed Maximum Price Amendment

Exhibit A.1.1.2	GMP, Schedule of Values and Clarifications
Exhibit A.1.1.5	List of Alternates
Exhibit A.1.1.6	List of Unit Prices
Exhibit A.3.1.2	List of Specifications
Exhibit A.3.1.3	List of Drawings
Exhibit A.3.1.5	List of Allowances
Exhibit A.3.1.6	List of Assumptions

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Jerry Noble – Vice President

(Printed name and title)

Init.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:54:35 ET on 11/10/2022 under Order No.3104237537 which expires on 11/29/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1396851025)

Additions and Deletions Report for

AIA® Document A133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:54:35 ET on 11/10/2022.

PAGE 1

AGREEMENT made as of the 10th day of November in the year 2022

...

Colerain Township – Ohio
4200 Springdale Road
Colerain Township, Ohio 45251

...

Pepper Construction Company of Ohio, LLC
4350 Glendale Milford Rd. Suite 160
Cincinnati, OH 45242

...

Fire Stations 26 and 102 Construction

...

Emersion Design
310 Culvert St., Suite 100
Cincinnati, Ohio 45202

PAGE 3

N/A

...

TBD

...

Jeff Weckbach
Township Administrator
4200 Springdale Road
Colerain Township, Ohio 45251
513-923-5016

PAGE 4

Tim Wiley
Emersion Design

...

Joe French
Project Executive
4350 Glendale-Milford Road, Suite 160
Cincinnati, Ohio 45242
614-800-5675

...

N/A

...

N/A

...

N/A
PAGE 5

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 ("GMP") 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.

...

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to reasonably 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.

PAGE 6

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. The Project Schedule shall be attached at Exhibit 3.1.4.

PAGE 7

§ 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 Preconstruction Services costs, if any, 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. Upon Owner's approval, the GMP, Schedule of Values and Clarifications shall be incorporated into Exhibit A.1.1.2.

PAGE 8

§ 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. The Construction Manager, in its discretion and upon notice to the Owner (as part of the monthly payment application and review meeting), may transfer funds from the Contingency line item to cover cost overruns in any other line item except Fee. The Construction Manager may also transfer funds to a newly created line item to properly account for gaps in categories of Work being performed and not included in the existing Scope of Work of any trades. Such transfers shall represent additional costs incurred for the Owner's benefit and may include, but not be limited to, the following examples:

- .1 costs incurred due to excusable delays but not reimbursed by Change Order;
- .2 costs due to latent conditions which could not be foreseen but are not accepted as concealed conditions;
- .3 costs of the Work not included in the GMP budget but arguably inferable from the Construction Documents;
- .4 costs of completing the work of a defaulted or bankrupt Subcontractor in excess of the subcontract price unless that Subcontractor was enrolled in the Subcontractor Default Insurance Program (SDI);
- .5 net premium time or multiple shift or weekend time not provided for in the Contract or Change Orders;
- .6 costs for re-work when not a result of unworkmanlike performance or sub-standard efforts; and
- .7 deductible expenses for Builder's Risk Insurance if Construction Manager is responsible for such costs under the Agreement with Owner.

At Final Completion, the unused portion of the Contingency Fund shall be credited in full to the Owner.

PAGE 9

§ 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~~executed, unless the Owner provides documentation of tax exempt status.

...

§ 3.3.1.2 The Construction Phase shall commence upon issuance of applicable permits and 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.

PAGE 10

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, the agreement between Owner and Architect~~, 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.

PAGE 11

\$20,000

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) 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.

...

—%

...

§ 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 Contract.~~ The Contract Sum is the Cost of the Work as defined in Article ~~7-7~~, Preconstruction Services costs, if any, plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's ~~Fee~~ Fee shall be determined as follows:

...

.1 1.9% percent (1.9%) of the Cost of the Work as defined herein to be paid monthly as provided below, or
.2 Dollars (\$) as a fixed Lump Sum Fee and percent (%)
on any net increases to the initial Cost of the Work to be paid monthly as provided below.

...

See Section 7.2.2 of the AIA A201-2017.

...

See Section 7.2.2 of the AIA A201-2017.

§ 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.~~ the rates set forth at Exhibit 6.1.5, Construction Manager's Equipment Rental Rates and Practices, as may be revised annually by Contractor.

§ 6.1.6 ~~Liquidated~~ As the Owner's sole and exclusive remedy for Contractor's unexcused delay, liquidated damages, if any:

PAGE 12

Liquidated damages, if any, shall be assessed against the Contractor for the period commencing thirty (30) days after the date of Substantial Completion in the approved Schedule until the date Substantial Completion actually occurs, subject to a cap equal to the Contractor's Fee.

...

§ 6.1.7.1 Should as determined by final accounting, the cost of the Cost of the Work (as defined in Article 7), plus the Contractor's Fee (as defined in Article 6) be less than the GMP as adjusted by Change Order, the resulting savings shall be shared between Owner and Construction Manager on a 100 / 0 % basis, respectively.

§ 6.1.7.2 If Owner is satisfied with Contractor's performance at the conclusion of the Work, Owner may, at its sole discretion, award a bonus to the Contractor.

...

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. The GMP is based upon, and is subject to, the Schedule of Values and Clarifications included in Exhibit A.1.1.2.

...

§ 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 and Contract Sum as a result of changes in the Work.

...

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum and Construction Manager's self-performed trade work 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, ~~Price for Construction Manager's Work performed on a cost basis,~~ 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.

PAGE 13

§ 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. Owner and Construction Manager may mutually agree to have Construction Manager self-perform trade work on either a Lump Sum or itemized cost (as defined under this Article 7), basis that will be included in the GMP Schedule of Values.

...

§ 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. Together with prevailing wage scale, including welfare pension and other fringe contributions, payroll taxes, Workers' Compensation Insurance charges and overhead are combined as a single rate for each classification of field labor and attached as a part of this Agreement at Exhibit 7.2.1, Construction Manager's Comprehensive Trade Rates. Such rates shall be revised annually as of June 1.

§ 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,~~ at Construction Manager's Comprehensive Management Rates for the positions identified in Exhibit 7.2.2 at the jobsite office, in the home office to the extent directly engaged in the supervision or the administration of the Work, and in shops or on the road when expediting or inspecting the production of materials or equipment (or their transportation to) the Project. These rates, which are revised annually as of January 1, are inclusive of salary, all fringe benefits, incentives, payroll taxes, Workers' Compensation Insurance and overhead charges.

§ 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.

...

§ 7.4.2 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.

...

§ 7.5.1 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~~ replacement costs.

§ 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, at rental rates established by Construction Manager's Equipment Rental Rates and Practices, set forth at Exhibit 6.1.5, 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~~ capped amounts established in Exhibit 6.1.5.

PAGE 14

§ 7.6.1 Costs of premiums for all bonds and insurance which Contractor is required to produce and maintain Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

...

§ 7.6.1.3 General and excess liability insurance shall be charged at the rate of \$10.00 per thousand dollars of Project cost. Premium costs for all subcontracts included in Construction Manager's Subcontractor Default Insurance ("SDI") Program will be charged at the rate of \$12.50 per thousand dollars of subcontract value.

...

§ 7.6.4 ~~Fees~~ Unless excluded in Construction Manager's Clarifications Exhibit A.1.1.2, 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.

...

§ 7.6.5.1 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 knows or becomes aware~~ 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, Work,~~ with the Owner's prior approval.

PAGE 15

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

...

§ 7.6.12 Costs of materials and equipment rental furnished by Contractor for General Conditions or self-performed, non-Lump Sum Work are subject to ten percent (10%) mark-up for overhead. This overhead factor is not applied to Subcontractor costs or Contractor's self-performed trade work when priced as a Lump Sum.

§ 7.6.13 Costs arising from (1) pandemic, epidemic, or declared emergency; (2) compliance with laws, codes, and regulations; or (3) any order or action of public authorities that impact the operations of the Project.

PAGE 16

§ 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 and refunds~~ shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

...

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. Wages, salaries and all associated taxes, costs and benefits that are combined as a comprehensive unit of pay described as "Management Rates", "Labor Rates", or "Equipment Rental Rates", as described in this Article 7, above, constitute the primary data for accounting purposes.

PAGE 17

§ 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. Progress and Final Payments and payments for Preconstruction Services under Article 4 shall be made to Contractor in accordance with Exhibit 11.1.1, Construction Manager's Remittance Information.

...

§ 11.1.3 Provided that an Application for Payment is received by the ~~Architect~~ Owner not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the next 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 thirty (30) days after the Architect receives the Application for Payment.

...

§ 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~~ its sworn statement 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.

...

§ 11.1.6 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. Work performed by Construction Manager's labor force will be billed on a Lump Sum basis using the percentage of the Work completed.

PAGE 18

Ten percent (10%) retainage will be held on all individual line items subject to the reduction set forth in Section 11.1.8.2.

...

No retainage shall be held on Contractor's Fee, materials, insurance premiums, or General Conditions.

...

Upon fifty percent (50%) of that Work being completed and approved by Owner, no additional retainage will be withheld except to adjust the retainage for Change Orders.

PAGE 19

§ 11.1.13 On the first application, Construction Manager will furnish its partial waiver of lien for the net amount of the application. Assuming prior, partial applications have been paid. Construction Manager will furnish with each succeeding partial application a current waiver of lien and the applicable waivers of lien and affidavits from Subcontractors for the previous partial application. On the final application, Construction Manager will furnish the applicable waivers and affidavits from Subcontractors for the previously paid partial application. At the time the final application is approved and funds are available for payment, Construction Manager will furnish its final waiver of lien and the applicable final waivers and affidavits from its Subcontractors. In the event a Subcontractor, or Sub-subcontractor or material supplier fails to provide a waiver of lien for any application for payment, or, should a Subcontractor or Sub-subcontractor record a lien, the Construction Manager may furnish, either directly or through the

appropriate Subcontractor, a bond in lieu of the Subcontractor's absent waiver of lien. Such bond shall be for one hundred and fifty percent (150%) of the amount of the disputed claim.

§ 11.1.14 Ten percent (10%) retainage will be held on all individual line items until fifty percent (50%) of that Work is completed and approved by Owner. Thereafter, no additional retainage will be withheld except to adjust the retainage for Change Orders. No retainage shall be held on Construction Manager's Fee, materials, insurance premiums, or General Conditions' items.

§ 11.1.15 Any "Pencil Draw" review or pre-approved review of a monthly Application for Payment prior to the end of a current month's Work shall include Work reasonably estimated to be completed at the end of such month.

...

- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; Payment, if required by the Owner's Lender, if any; and

PAGE 20

%

PAGE 21

[☒] Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 23

The Construction Manager shall maintain the ~~following insurance insurance set forth in Exhibit B, Insurance and Bonds~~ 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.

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. Construction Manager's Certificate of General Liability Insurance, to which the Owner and the Owner's Design Professionals have been added as Additional Insureds, is attached at Exhibit 14.3.2 and establishes the coverages and limits of liability as required by Article 11.1 of the A201-2017, General Conditions.

...

§ 14.3.2.2 Owner's Certificate of "All Risk" Builder's Risk Insurance is attached at Exhibit 14.3.2.2.

§ 14.3.2.3 Upon Substantial Completion and/or beneficial occupancy of the building and prior to termination of the "All Risk" Builder's Risk Insurance coverage, the Owner will secure and place in force permanent fire and extended coverage insurance, including consequential loss and any other perils covered under a Builder's Risk Policy and will have Construction Manager named as an Additional Insured until such time as a Certificate of final Completion is issued (as its interests may appear).

§ 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:

...

See Sections 1.1.9 and 1.1.12 for contact information of Owner and Contractor's respective representatives.

...

- .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, as modified
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed upon execution
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as modified
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified
- .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.)

In the event a virtual design model is implemented for the coordinated design and construction of the Project, the parties may execute a BIM Addendum on a form to be agreed to by the parties. The Owner shall cause an identical BIM Addendum to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

PAGE 24

Exhibit 3.1.4 Project Schedule

<u>Exhibit 6.1.5</u>	<u>Contractor's Equipment Rental Rates and Practices</u>
<u>Exhibit 7.2.1</u>	<u>Contractor's Comprehensive Trade Labor Rates</u>
<u>Exhibit 7.2.2</u>	<u>Contractor's Comprehensive Management Rates</u>
<u>Exhibit 11.1.1</u>	<u>Contractor's Remittance Information</u>
<u>Exhibit 14.3.2</u>	<u>Contractor's Certificate of Insurance</u>

Exhibits to be included in Exhibit A- Guaranteed Maximum Price Amendment

<u>Exhibit A.1.1.2</u>	<u>GMP, Schedule of Values and Clarifications</u>
<u>Exhibit A.1.1.5</u>	<u>List of Alternates</u>
<u>Exhibit A.1.1.6</u>	<u>List of Unit Prices</u>
<u>Exhibit A.3.1.2</u>	<u>List of Specifications</u>
<u>Exhibit A.3.1.3</u>	<u>List of Drawings</u>
<u>Exhibit A.3.1.5</u>	<u>List of Allowances</u>
<u>Exhibit A.3.1.6</u>	<u>List of Assumptions</u>

...

Jerry Noble – Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:54:35 ET on 11/10/2022 under Order No. 3104237537 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Fire Stations 26 and 102 Construction

THE OWNER:

(Name, legal status and address)

Colerain Township – Ohio
4200 Springdale Road
Colerain Township, Ohio 45251

THE ARCHITECT:

(Name, legal status and address)

Emersion Design
310 Culvert St., Suite 100
Cincinnati, Ohio 45202

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:53:53 ET on 11/10/2022 under Order No.3104237537 which expires on 11/29/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4
Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

/

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, **3.12**, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, **3.12**, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, **11.3**

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

(Paragraph deleted)

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or another written agreement as agreed upon by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and thereafter, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and thereafter, upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has conspicuously designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, lenders, insurers, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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 Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall be entitled to an equitable adjustment to the Contract Sum and Project Schedule, as the case may be, to the extent that changes in laws, or interpretations by public authorities, result in the Contractor incurring additional costs or time.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures but Contractor shall not be held responsible for any loss or damage to the Work or adjacent property caused by the means methods, techniques, sequences, or procedures specified by the Contract Documents. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Notwithstanding any other text in the Contract Documents, consumption of temporary utilities shall be Owner's expense.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, building codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall be entitled to an equitable adjustment to the Contract Sum and Project Schedule, as the case may be, to the extent that changes in laws result in the Contractor incurring additional costs or time, as set forth in Articles 7, 8, and 15.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall be entitled to an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the

operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts as well as the labor costs of performing the Work when made part of the allowance line item within the Schedule of Values;
- .2 unless excluded under Section 3.8.2.1, above, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness so as not to delay progress of the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals at the Contractor's discretion and without prior notice, as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Contract Documents.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness so as not to delay progress of the Work while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness so as not to delay the progress of the Work or cause Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 7 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 7-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract

Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 Owner shall not assign to Contractor any separate contracts whose terms with respect to payment applications, insurance, damages, and excusable delay materially vary from those contained in the Subcontract Agreement.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects upon Contractor's discovery thereof shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 The Owner shall take reasonable steps to require its separate contractors to name the Owner and Contractor as Additional Insureds on the separate contractors' general liability insurance policies and file certificates of insurance with Owner and Contractor showing such compliance prior to commencing Work at the Project site.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner or Architect, and Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Any additive adjustment to the Contract Sum shall include such markups for overhead and profit as follows:

- a) If the Change is to Work self-performed by the Contractor that was awarded based on competitive bidding, Contractor shall receive ten percent (10%) overhead and five percent (5%) Fee;
- b) If the Change is to Work self-performed by the Contractor that was not awarded by competitive bidding, Contractor shall receive as its fee the Contractor's Fee as set forth in the Agreement. This Fee shall also apply to changes in the Work performed by a Subcontractor under Sections 7.2.2(c) and (d), below;

- c) Work performed by a Subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee; and
- d) Work performed by a Sub-subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee, plus a five percent (5%) Fee to the Subcontractor

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, with markups for overhead and profit as set forth in Section 7.2.2, above;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following and shall be applied pursuant to the applicable Article setting forth the Cost of the Work in the Agreement:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect these costs, when incurred by the Contractor, shall be computed at the Comprehensive Trade Rates attached as an exhibit to the Agreement;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, as set forth in Contractor's Equipment Rental Rates and Practices, attached as an exhibit to the Agreement;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change when incurred by Contractor, computed at the Comprehensive Management Rates attached as an exhibit to the Agreement.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If not established elsewhere in the Contract Documents, Contractor's profit shall be its percentage Fee (or equivalent percentage if the Fee is set as a Lump Sum amount) under the GMP and overhead shall apply pursuant to the applicable Article setting forth the Cost of the Work in the Agreement.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Contractor shall not be obligated to perform additional or extra Work without an executed Change Order as directed by the Owner (even if such direction is contrary to, or a waiver of, another term of this Agreement) or by a Construction Change Directive if the aggregate cost of all such additional Work that has not been converted to an executed Change Order exceeds fifty percent (50%) of the Contractor's Fee as calculated using the current GMP.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing and approved by the Owner. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, services provided by public utilities, pandemic, epidemic, declared emergency, government orders or directives, or changes in the law that impact the performance of the Work, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended and the Contract Sum shall be adjusted for such reasonable time and amounts arising out of or related to such cause.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work included in an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Notwithstanding anything to the contrary contained elsewhere in these General Conditions or the Contract Documents, it is expressly understood and agreed that with respect to all progress payments, other than the final payment, Subcontractors' waivers of lien and affidavits for a particular progress payment need not be submitted by the Contractor until after Contractor's receipt of such progress payment and as part of Contractor's next progress payment application.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments to Subcontractors or suppliers in accordance with the terms of the applicable subcontracts, or for properly performed or delivered labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, with Contractor's consent, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 Provided a Subcontractor has performed in accordance with the terms of its Subcontract, the Contractor shall, in compliance with any and all applicable laws, pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted. Contractor is entitled to payment for Work properly performed provided Contractor is proceeding diligently and in good faith to contest such lien and has furnished to

Owner reasonable security, such as a bond, title insurance, letter of credit, etc., to reasonably protect Owner against such lien.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees unless Contractor is proceeding diligently and in good faith to contest such lien and has furnished to Owner reasonable security, such as a bond, title insurance, letter of credit, etc., to reasonably protect Owner against such lien.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice, as required by Section 1.6.1, shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the Agreement, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to requirements of the Contract Documents or the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 The Contractor shall not be required to perform, without consent, any Work relating to toxic mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 Access to the Work

§ 10.5.1 Contractor shall have the right to impose reasonable rules regarding visitation to the Work by the Owner, Owner's agents and employees, and the general public, based on the safety rules and insurance requirements of the particular work area.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor, in its discretion, may promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within seven (7) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property (Special/Open Perils Builder's Risk") insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within seven (7) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals

and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

(Paragraph deleted)

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire, pandemic, or other causes of loss. The Owner waives all rights of action against the Contractor, subcontractors, sub-subcontractors, and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property (Special/Open Perils Builder's Risk") insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 21 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor 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 13.2.2, 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.

§ 13.2.2 The Owner may, upon consent of the Contractor, 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 Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case

may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the Owner to stop the Work where the Contractor was not at fault, (2) a written order for the Work issued by the Owner, (3) failure of payment by the Owner, (4) termination of the Agreement by the Owner, (5) Owner's suspension, (6) a delay or price increase of material, equipment, or energy, or (7) other reasonable grounds, Contractor may file a Claim in accordance with this Article 15.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5)

advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Arbitration shall include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration. Additionally, arbitration arising out of or relating to the Contract shall include, by consolidation or joinder, the Architect and the Architect's employees or consultants.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 16 RENOVATION OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

§ 16.1 Investigation, Analysis, & Testing

The Contractor has not investigated or determined the current conditions of the existing superstructure, building systems and the adequacy of utilities that may impact Contractor's performance of the Work. The cost of correcting any such deficiencies is not included within the GMP.

§ 16.2 Services Provided by Owner

Notwithstanding anything to the contrary contained in Section 3.4.1 of these General Conditions or elsewhere in the General Conditions or other Contract Documents, Owner shall pay for water, heat, utilities, and any other services or facilities necessary for the proper execution and completion of the Work.

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:53:53 ET on 11/10/2022.

PAGE 1

Fire Stations 26 and 102 Construction

...

Colerain Township – Ohio
4200 Springdale Road
Colerain Township, Ohio 45251

...

Emersion Design
310 Culvert St., Suite 100
Cincinnati, Ohio 45202

PAGE 10

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission ~~if a method for electronic transmission is set forth in the Agreement~~transmission.

~~§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.~~

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or another written agreement as agreed upon by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the ~~model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 11

§ 2.2.1 Prior to commencement of the Work and thereafter, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the

Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and thereafter, upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract ~~only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum.~~ Contract. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

...

§ 2.2.4 Where the Owner has conspicuously designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, lenders, insurers, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

PAGE 13

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall be entitled to an equitable adjustment to the Contract Sum and Project Schedule, as the case may be, to the extent that changes in laws, or interpretations by public authorities, result in the Contractor incurring additional costs or time.

...

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or ~~procedures.~~ procedures but Contractor shall not be held responsible for any loss or damage to the Work or adjacent property caused by the means methods, techniques, sequences, or procedures specified by the Contract Documents. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

...

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent

and whether or not incorporated or to be incorporated in the Work. Notwithstanding any other text in the Contract Documents, consumption of temporary utilities shall be Owner's expense.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with ~~Section 7.4~~, Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

PAGE 14

§ 3.7.2 ~~The Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, building codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall be entitled to an equitable adjustment to the Contract Sum and Project Schedule, as the case may be, to the extent that changes in laws result in the Contractor incurring additional costs or time, as set forth in Articles 7, 8, and 15.~~

§ 3.7.3 ~~If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.~~

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, ~~will recommend that Contractor shall be entitled to~~ an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

PAGE 15

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; ~~discounts as well as the labor costs of performing the Work when made part of the allowance line item within the Schedule of Values;~~
- .2 unless excluded under Section 3.8.2.1, above, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

...

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable ~~promptness.~~ promptness so as not to delay progress of the Work.

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for

completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals at the Contractor's discretion and without prior notice, as required by the conditions of the Work and Project.

PAGE 17

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the ~~Architect~~ Contract Documents.

PAGE 18

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect, Architect's consultants, and agents and employees of any of them~~ Owner from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, ~~regardless of whether or not except to the extent~~ such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

...

§ 3.18.3 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Architect, the ~~Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them.~~

PAGE 19

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the ~~Project~~ Communications Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

...

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness so as not to delay progress of the Work while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 20

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable ~~promptness~~. promptness so as not to delay the progress of the Work or cause Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within ~~14-7~~ days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the ~~14-day-7-day~~ period shall constitute notice of no reasonable objection.

...

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

PAGE 21

§ 6.1.5 Owner shall not assign to Contractor any separate contracts whose terms with respect to payment applications, insurance, damages, and excusable delay materially vary from those contained in the Subcontract Agreement.

PAGE 22

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects ~~prior to proceeding with the Work upon Contractor's discovery thereof~~ shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

...

§ 6.2.6 The Owner shall take reasonable steps to require its separate contractors to name the Owner and Contractor as Additional Insureds on the separate contractors' general liability insurance policies and file certificates of insurance with Owner and Contractor showing such compliance prior to commencing Work at the Project site.

...

§ 7.1.2 A Change Order shall be based upon agreement among the ~~Owner, Contractor, and Architect~~ Owner or Architect, and Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

...

§ 7.2.2 Any additive adjustment to the Contract Sum shall include such markups for overhead and profit as follows:

- a) If the Change is to Work self-performed by the Contractor that was awarded based on competitive bidding, Contractor shall receive ten percent (10%) overhead and five percent (5%) Fee;
- b) If the Change is to Work self-performed by the Contractor that was not awarded by competitive bidding, Contractor shall receive as its fee the Contractor's Fee as set forth in the Agreement. This Fee shall also apply to changes in the Work performed by a Subcontractor under Sections 7.2.2(c) and (d), below;
- c) Work performed by a Subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee; and
- d) Work performed by a Sub-subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee, plus a five percent (5%) Fee to the Subcontractor

PAGE 23

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit ~~evaluation~~; evaluation, with markups for overhead and profit as set forth in Section 7.2.2, above;

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the ~~following~~; following and shall be applied pursuant to the applicable Article setting forth the Cost of the Work in the Agreement:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the ~~Architect~~; Architect these costs, when incurred by the Contractor, shall be computed at the Comprehensive Trade Rates attached as an exhibit to the Agreement;

...

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or ~~others~~; others, as set forth in Contractor's Equipment Rental Rates and Practices, attached as an exhibit to the Agreement;

...

- .5 Costs of supervision and field office personnel directly attributable ~~to the change~~; to the change when incurred by Contractor, computed at the Comprehensive Management Rates attached as an exhibit to the Agreement.

PAGE 24

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If not established elsewhere in the Contract Documents,

Contractor's profit shall be its percentage Fee (or equivalent percentage if the Fee is set as a Lump Sum amount) under the GMP and overhead shall apply pursuant to the applicable Article setting forth the Cost of the Work in the Agreement.

...

§ 7.3.11 Contractor shall not be obligated to perform additional or extra Work without an executed Change Order as directed by the Owner (even if such direction is contrary to, or a waiver of, another term of this Agreement) or by a Construction Change Directive if the aggregate cost of all such additional Work that has not been converted to an executed Change Order exceeds fifty percent (50%) of the Contractor's Fee as calculated using the current GMP.

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in ~~writing~~ writing and approved by the Owner. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

PAGE 25

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, services provided by public utilities, pandemic, epidemic, declared emergency, government orders or directives, or changes in the law that impact the performance of the Work, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine~~ and the Contract Sum shall be adjusted for such reasonable time and amounts arising out of or related to such cause.

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. ~~Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~

PAGE 26

§ 9.3.3 The Contractor warrants that title to all Work ~~covered by~~ included in an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Notwithstanding anything to the contrary contained elsewhere in these General Conditions or the Contract Documents, it is expressly understood and agreed that with respect to all progress payments, other than the final payment, Subcontractors' waivers of lien and affidavits for a particular progress payment need not be submitted by the Contractor until after Contractor's receipt of such progress payment and as part of Contractor's next progress payment application.

...

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in ~~Section 9.5.1~~Section 9.5.1.

...

- .3 failure of the Contractor to make payments ~~properly to Subcontractors or suppliers for to Subcontractors or suppliers in accordance with the terms of the applicable subcontracts, or for properly performed or delivered~~ labor, materials or equipment;

PAGE 27

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, ~~at its sole option, with Contractor's consent,~~ issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

...

§ 9.6.2 ~~The Contractor shall~~ Provided a Subcontractor has performed in accordance with the terms of its Subcontract, the Contractor shall, in compliance with any and all applicable laws, pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

...

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted. Contractor is entitled to payment for Work properly performed provided Contractor is proceeding diligently and in good faith to contest such lien and has furnished to Owner reasonable security, such as a bond, title insurance, letter of credit, etc., to reasonably protect Owner against such lien.

PAGE 29

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. fees unless Contractor is proceeding diligently and in

good faith to contest such lien and has furnished to Owner reasonable security, such as a bond, title insurance, letter of credit, etc., to reasonably protect Owner against such lien.

...

- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents; or
- .4 ~~audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~ Documents.

PAGE 30

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice notice, as required by Section 1.6.1, shall provide sufficient detail to enable the other party to investigate the matter.

...

§ 10.3.1 ~~The~~ Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the Agreement, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

PAGE 31

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to requirements of the Contract Documents or the Owner's fault or negligence.

...

§ 10.3.7 The Contractor shall not be required to perform, without consent, any Work relating to toxic mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

...

§ 10.5 Access to the Work

§ 10.5.1 Contractor shall have the right to impose reasonable rules regarding visitation to the Work by the Owner, Owner's agents and employees, and the general public, based on the safety rules and insurance requirements of the particular work area.

PAGE 32

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the ~~Contractor shall~~ Contractor, in its discretion, may promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within ~~three (3)~~ seven (7) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage

arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

...

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property (Special/Open Perils Builder's Risk) insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within ~~three (3)~~ seven (7) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

PAGE 33

~~§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to ~~fire-fire~~, pandemic, or other causes of loss. The Owner waives all rights of action against the ~~Contractor~~ Contractor, subcontractors, sub-subcontractors, and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

~~§11.5 Adjustment and Settlement of Insured Loss~~

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property (Special/Open Perils Builder's Risk) insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of ~~Section 11.5.2.~~ Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by

the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14~~21 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

PAGE 35

§ 13.2.2 The Owner may, ~~without~~upon consent of the Contractor, 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 Contractor shall execute all consents reasonably required to facilitate the assignment.

PAGE 36

- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers~~Suppliers;

...

§ 14.2.2 When any of the reasons described in ~~Section 14.2.1~~ Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

PAGE 38

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in ~~Section 15.1.3~~ Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the Owner to stop the Work where the Contractor was not at fault, (2) a written order for the Work issued by the Owner, (3) failure of payment by the Owner, (4) termination of the Agreement by the Owner, (5) Owner's suspension, (6) a delay or price increase of material, equipment, or energy, or (7) other reasonable grounds, Contractor may file a Claim in accordance with this Article 15.

...

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

PAGE 39

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. ~~If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

PAGE 40

§ 15.4.4.2 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may. Arbitration shall include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~ arbitration. Additionally, arbitration arising out of or relating to the Contract shall include, by consolidation or joinder, the Architect and the Architect's employees or consultants.

...

§ 16 RENOVATION OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

§ 16.1 Investigation, Analysis, & Testing

The Contractor has not investigated or determined the current conditions of the existing superstructure, building systems and the adequacy of utilities that may impact Contractor's performance of the Work. The cost of correcting any such deficiencies is not included within the GMP.

§ 16.2 Services Provided by Owner

Notwithstanding anything to the contrary contained in Section 3.4.1 of these General Conditions or elsewhere in the General Conditions or other Contract Documents, Owner shall pay for water, heat, utilities, and any other services or facilities necessary for the proper execution and completion of the Work.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:53:53 ET on 11/10/2022 under Order No. 3104237537 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Motion Authorizing Township Administrator to Execute Contracts with ZHCx for \$44,000 for Commissioning Services for Fire Station 26 and 102

Recommend ADOPTION of the Motion.

Rationale:

As part of the construction of Stations 26 and 102, the Township will need to enter into a contract with a commission agent. The price of these two agreements totals \$44,000 and was built into the project budget.

Building commissioning is the physical testing and fine-tuning of all energy-consuming systems within the building (i.e. HVAC, Lighting, Hot Water, Building Envelope, etc.). The commissioning agent's scope is very technical, requires a professional engineer, and delivers a huge ROI for the Owner by ensuring all these systems are functioning properly and at their optimal levels (many things happen during construction that throw them off). During the design phase, the agent is involved and provides design oversight, suggestions, and develops a plan for the execution of the physical commissioning. During construction, they perform pre-functional testing, oversee start-up activities, and perform functional testing. They track their findings and provide corrective actions in a preliminary report prior to building occupancy. The contractor will make the corrective actions with the agent's oversight. They also perform a physical air leakage test to identify any leaks in the building. Air leaks are detrimental to the building's performance because you're paying to condition air that is leaked right out of the building. After occupancy, the agent will perform opposite-season testing to ensure everything is working properly in both heating and cooling seasons. Lastly, they'll provide a final commissioning report that includes all the information about the building systems, how they are supposed to operate, how they are performing, and how they should be maintained.

October 12, 2022

Colerain Township
c/o Timothy Wiley, RA, NCARB, LEED AP
Principal
emersion DESIGN
310 Culvert Street Suite 100
Cincinnati, OH 45202

Re: Commissioning Services for Colerain Township Fire Station 26

Dear Mr. Wiley,

We are pleased to submit this proposal for commissioning services for the above referenced project for a lump sum fee of \$22,000.

Energy-Consuming Systems within the Project Scope

1. HVAC and Automatic Temperature Controls
2. Interior/Exterior Lighting Control System(s)
3. Domestic Hot Water
4. Air Barrier Testing Using an Orifice Blower Door

Project Scope

1. Review the Contract Documents and Specifications prior to bid. Provide written review comments.
2. Develop the Commissioning Plan.
3. Conduct the Commissioning Kickoff meeting.
4. Write Prefunctional and Functional Performance checklists.
5. Perform Prefunctional testing.
6. Witness central equipment start up activities
7. Perform Functional Testing on equipment within the above scope.
8. Track findings and corrective actions throughout the project duration.
9. Provide the preliminary commissioning report to the project team/building official prior to occupancy. *Subject to project readiness.
10. Perform Opposite-season Functional Testing.
11. Perform Building Envelope Testing using a Blower Door and Thermal Imaging.
12. Provide a Final Commissioning Report.

Terms and Conditions

- Additional services are available upon request and authorization from the client. Additional efforts will be billed at our normal hourly rates as follows:
 - ZH Commissioning Partner: \$135
 - CxA (Commissioning Agent): \$115
 - CxT (Commissioning Technician): \$95
 - Administrator: \$65
- ZHCx will bill the Client on a progress basis with payment to be made within thirty (30) days of invoice date. Interest in the amount of one and one-half percent (1.5%) per month shall accrue on all invoices ninety (90) days after invoice date. ZHCx shall have the right to suspend its work on the Project, after giving the Client seven (7) days written notice of its intent to suspend services, if any invoice becomes more than ninety (90) days past due.
- If the Project is commenced and then for any reason, including but not limited to failure of payment, suspended for more than three (3) months, ZHCx shall have the right to renegotiate the balance of its fee, and the cost of Project restart, or to terminate this Agreement.
- The accepted proposal includes time for one backcheck per item. If a large number of issues require more than one backcheck, due to contractor negligence, ZHCx reserves the right to additional compensation.
- All work will be performed during normal business hours (8am-5pm). Any additional costs associated with work outside normal business hours will need to be coordinated between the client and ZH Commissioning.
- If, due to contractor negligence, poor communication, or any other scenario that causes ZH Commissioning additional visits outside of the baseline scope of work, ZH Commissioning reserves the right to invoice the client for the additional efforts required to complete the commissioning process. This includes inaccurate, incomplete, or mis-stated contractor responses to the issues resolution tracking form that cause ZH Commissioning multiple attempts to back check commissioning issues. ZH Commissioning will quantify the additional efforts caused by the contractor and submit that information to the Client so they may back charge the responsible contractor. Prior approval for additional compensation is required from the Client.
- If the systems within the commissioning scope of work are not ready for Prefunctional or Functional performance testing prior to Owner occupancy, causing ZH Commissioning to perform work outside of normal business hours, ZH Commissioning reserves the right to additional compensation from the Client. Additional Time and Material will be billed at half of our listed hourly rates. ZH Commissioning will submit this information to the client so they may back charge the responsible contractor. Prior approval for additional compensation is required from the Client.

- If a building air barrier test results in a failed condition, ZH Commissioning reserves the right for additional compensation for any required re-testing. Prior approval for additional compensation is required from the Client.

We appreciate this opportunity to serve you and look forward to working together. If you have any questions regarding this proposal, please feel free to call.

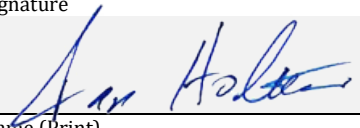
Respectfully,



Ian Holten, CxA, LEED AP
Partner
Ian@ZHCommissioning.com

Contract Signature

If you find the proposal acceptable, please sign below and return.

Company Zerhusen Holten Commissioning, LLC		Company	
Signature 		Signature	
Name (Print) Ian Holten		Name (Print)	
Title Partner	Date 09/29/22	Title	Date

Contact Information

Please fill out the information below and return or click on the URL below to submit contact information electronically to ZH Commissioning.

[Project Contact Information Form](#)

Project Title Colerain Township Fire Station 26

Project Contact:

Name and Title	E-mail	Phone Number
Address		

Billing Contact:

Name and Title	E-mail	Phone Number
Address		Address Invoices To <i>(If invoices should be addressed to a business or person other than the billing contact, please provide the name and address of the business or person to whom the invoices should be addressed)</i>
Comments for Billing		

October 12, 2022

Colerain Township
c/o Timothy Wiley, RA, NCARB, LEED AP
Principal
emersion DESIGN
310 Culvert Street Suite 100
Cincinnati, OH 45202

Re: Commissioning Services for Colerain Township Fire Station 102

Dear Mr. Wiley,

We are pleased to submit this proposal for commissioning services for the above referenced project for a lump sum fee of \$22,000.

Energy-Consuming Systems within the Project Scope

1. HVAC and Automatic Temperature Controls
2. Interior/Exterior Lighting Control System(s)
3. Domestic Hot Water
4. Air Barrier Testing Using an Orifice Blower Door

Project Scope

1. Review the Contract Documents and Specifications prior to bid. Provide written review comments.
2. Develop the Commissioning Plan.
3. Conduct the Commissioning Kickoff meeting.
4. Write Prefunctional and Functional Performance checklists.
5. Perform Prefunctional testing.
6. Witness central equipment start up activities
7. Perform Functional Testing on equipment within the above scope.
8. Track findings and corrective actions throughout the project duration.
9. Provide the preliminary commissioning report to the project team/building official prior to occupancy. *Subject to project readiness.
10. Perform Opposite-season Functional Testing.
11. Perform Building Envelope Testing using a Blower Door and Thermal Imaging.
12. Provide a Final Commissioning Report.

Terms and Conditions

- Additional services are available upon request and authorization from the client. Additional efforts will be billed at our normal hourly rates as follows:
 - ZH Commissioning Partner: \$135
 - CxA (Commissioning Agent): \$115
 - CxT (Commissioning Technician): \$95
 - Administrator: \$65
- ZHCx will bill the Client on a progress basis with payment to be made within thirty (30) days of invoice date. Interest in the amount of one and one-half percent (1.5%) per month shall accrue on all invoices ninety (90) days after invoice date. ZHCx shall have the right to suspend its work on the Project, after giving the Client seven (7) days written notice of its intent to suspend services, if any invoice becomes more than ninety (90) days past due.
- If the Project is commenced and then for any reason, including but not limited to failure of payment, suspended for more than three (3) months, ZHCx shall have the right to renegotiate the balance of its fee, and the cost of Project restart, or to terminate this Agreement.
- The accepted proposal includes time for one backcheck per item. If a large number of issues require more than one backcheck, due to contractor negligence, ZHCx reserves the right to additional compensation.
- All work will be performed during normal business hours (8am-5pm). Any additional costs associated with work outside normal business hours will need to be coordinated between the client and ZH Commissioning.
- If, due to contractor negligence, poor communication, or any other scenario that causes ZH Commissioning additional visits outside of the baseline scope of work, ZH Commissioning reserves the right to invoice the client for the additional efforts required to complete the commissioning process. This includes inaccurate, incomplete, or mis-stated contractor responses to the issues resolution tracking form that cause ZH Commissioning multiple attempts to back check commissioning issues. ZH Commissioning will quantify the additional efforts caused by the contractor and submit that information to the Client so they may back charge the responsible contractor. Prior approval for additional compensation is required from the Client.
- If the systems within the commissioning scope of work are not ready for Prefunctional or Functional performance testing prior to Owner occupancy, causing ZH Commissioning to perform work outside of normal business hours, ZH Commissioning reserves the right to additional compensation from the Client. Additional Time and Material will be billed at half of our listed hourly rates. ZH Commissioning will submit this information to the client so they may back charge the

responsible contractor. Prior approval for additional compensation is required from the Client.

- If a building air barrier test results in a failed condition, ZH Commissioning reserves the right for additional compensation for any required re-testing. Prior approval for additional compensation is required from the Client.

We appreciate this opportunity to serve you and look forward to working together. If you have any questions regarding this proposal, please feel free to call.

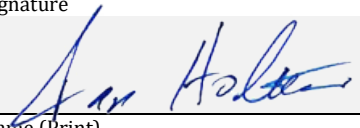
Respectfully,



Ian Holten, CxA, LEED AP
Partner
Ian@ZHCommissioning.com

Contract Signature

If you find the proposal acceptable, please sign below and return.

Company Zerhusen Holten Commissioning, LLC		Company	
Signature 		Signature	
Name (Print) Ian Holten		Name (Print)	
Title Partner	Date 09/29/22	Title	Date

Contact Information

Please fill out the information below and return or click on the URL below to submit contact information electronically to ZH Commissioning.

[Project Contact Information Form](#)

Project Title Colerain Township Fire Station 102
--

Project Contact:

Name and Title	E-mail	Phone Number
Address		

Billing Contact:

Name and Title	E-mail	Phone Number
Address		Address Invoices To <i>(If invoices should be addressed to a business or person other than the billing contact, please provide the name and address of the business or person to whom the invoices should be addressed)</i>
Comments for Billing		

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Motion Authorizing Township Administrator to Execute an Agreement with Ohmer-Shaw Group LLC to Serve as the Owner's Representative/Project Manager for the Construction of Fire Station 26 and 102
Recommend ADOPTION of the Motion.

Rationale:

The Township reached out to three different firms to obtain quotes on provide construction management oversight on behalf of Colerain Township. These three firms were Emersion Design, Ohmer-Shaw Group LLC, and JS Held.

The Ohmer-Shaw Group has the required credentials to oversee the project and had the most reasonable rates. Their group anticipates the cost of construction oversight to be between \$50,000 and \$77,600 depending on mobilization and start dates. Robert Shaw, the head of the company, would serve as the Township's direct contact for construction activities. His resume is attached to this agenda item for reference.

Robert W. Shaw Jr., P.E.

4170 Chambers St., Cincinnati, OH 45223 • (513) 706-8641 • rwsha@yahoo.com

Robert is an experienced Program and Construction Management Professional involved in all aspects of major projects from planning and design to preconstruction and budget preparation. He is solutions oriented and works as a problem solver before, during, and after the construction of his clients most important projects.

His construction administration experience includes hospital, education, industrial and corporate facilities, and he has worked with the major local Cincinnati and Midwest construction companies. His most important skills are technical knowledge, problem solving, and determination.

SIGNIFICANT, RELEVANT WORK EXPERIENCE

Ohmer-Shaw Group LLC, Cincinnati, Ohio

Principal 2001 – Present

- Responsible for all company activities including structural design, project evaluation and assessment and site review.
- Have worked with multiple corporate and governmental firms in project evaluation and planning.

Pedco EA, Cincinnati, OH

Senior Project and P&G Client Manager, 2014 – 2021

- Responsible for all design related activities, including planning, scheduling, budget and cost control, quality reviews and coordination with Project and Construction Managers to deliver complex projects on time and on budget.
- Have worked seamlessly with P & G and their facility professionals to solve problems, developing innovative solutions which save money and resources.
- Manage all aspects of the client relationship developing trust and satisfaction.

Other Pedco Relevant Projects

- **Mercy Health – Project Angel:** Project Manager for design assist services for a new 80,000 SF addition and 320,000 SF renovation which will consist of a new open office concept. Provided analysis of existing HVAC and utility systems currently serving the offices, laboratory, Pilot Research Lab (PRL), and other attached spaces.
- **General Electric – Project Shafts:** Project Manager for the design effort to provide a totally rebuilt \$28 million production facility at General Electric's Evendale facility. This project included new mechanical, electrical and logistics systems closely coordinated with existing and new production equipment.
- **Givaudan Foods – Spray Dryer:** Project Manager for the removal and replacement of a new spray concentration unit.

Cincinnati Public Schools, Cincinnati, OH

Director of School Turnover, 2007 – 2014

- Responsible for functional turnover of 50-School, 1 billion dollar school replacement program.
- Lead all punch list, commissioning and other quality control standards programs.
- Coordinated owner requirements and budget impacts.

Danis Construction, Columbus, OH

Senior Project Manager, 1996 – 2000

- Managed construction of 5/3 Bank 23-story regional headquarters building.

- Responsible for all Midwest construction efforts for Manorcare Nursing homes involving in excess of 11 ongoing sites.

Eagle Properties (subsidiary of Western Southern Life), Cincinnati, Ohio
 Director of Construction, 1992 – 1996

- Managed all aspects of construction projects for parent company, Western Southern Life.
- Evaluated potential real estate properties throughout the United States
- Prepared project plans and requirements for 50 story new high rise in Cincinnati, Ohio.

Mellon-Stuart Co., Cincinnati, OH, Chicago, IL, and Pittsburgh, PA
Senior Project Manager (promoted multiple times during tenure), 1980 – 1992

- Progressive responsibilities including project engineering, site operations, and project management on projects ranging from the 52-story Leo Burnett hi-rise, to a new Cook County prison facility to new/renovated St. Elizabeth hospital wing.
- Performed as project manager and superintendent on the 52 story Leo Burnett World Headquarters located in Chicago, Illinois. This project was an AIA design award winner, constructed in just under two years at a cost of \$240 million.
- Lead the Cook County Division 9 prison facility as Construction Executive. The project was constructed under high security conditions, with a short time frame.
- Was in responsible charge of all field controls, safety inspections, layout and quality control on the St Elizabeth Medical Center 4 story patient tower.

Professional Engineer Ohio

Illinois Benedictine, Chicago, IL
 Master of Finance, 1990

University of Cincinnati, Cincinnati, OH
 B.S. in Civil Engineering, Chi Epsilon Honorary, 1982

HOBBIES & VOLUNTEER WORK

Boy Scouts of America Eagle Scout Leader and Council Board of Review Leader; USA Volleyball Referee; St. James Musical Ministry; Wounded Warriors Construction Team.

Significant project list and recommendations available upon request.

Significant Project List 2022

1. St. Elizabeth Medical Center – 180 Beds - \$38 million
2. Swifton Commons Shopping Center – 55,000 sf - \$8 million
Responsible for all on site management and planning including entirely new mechanical and electrical systems
3. St. Ann's Hospital – 45,000 sf - \$21 million
Responsible for mechanical and electrical coordination
4. Fox Valley Mall – 110,000 sf - \$18 million
Responsible for schedule, profitability and quality control
5. 35 West Wacker – 50 story hi-rise - \$180 million
Responsible for all mechanical and electrical construction as well as all concrete and building envelope construction
6. Leo Burnett Tenant build out – 920,000 sf - \$42 million
Superintendent for 30 floor tenant build out
7. Cook County Division 9 Prison – 180 cells - \$42 million
Oversaw entire project including mechanical, electrical and detention system work
8. Eagle Properties Multiple Family Program – 3 site project - \$21 million
9. Florence Mall Renovation – 230,000 sf - \$13 million
Provided owner representation and prepared conceptual and final monetary budgets as well as schedules
10. Manor Care Nursing Facility Program – 5 site project - \$12 million
11. 5/3 Bank Building – 23 story hi-rise - \$78 million
Responsible for all management responsibilities
12. University Hospital Renovations – 4 areas - \$4 million
13. Givaudan Foods – Spray Dry Renovations - \$1 million
Coordinated existing mechanical, electrical and process systems with new production process
14. Trenton Drug Plaza – Retail Development - \$1 million
15. Sun Chemical – Office Renovations - \$4 million
Managed design build process for new mechanical and electrical systems in a total "gut" of an existing building tenant build out
16. Children's Hospital – New Hospital - \$48 million
Responsible for all mechanical and electrical construction administration
17. Cincinnati Public Schools – New 50 school program - \$900 million
Coordinated owner requirements with design process. Responsible for all school turnover and subsequent correction of deficient work.
18. Procter and Gamble – Yearly renovation and new work – \$50 million
Functioned as client manager for 7 years coordinating all design efforts with P & G management.

DRAFT AIA® Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 2nd day of November in the year 2022
(In words, indicate day, month and year.)

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

Colerain Township
4200 Springdale Rd
Colerain Township, Ohio 45251

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

Ohmer-Shaw Group LLC
4170 Chambers St.
Cincinnati, Ohio 45223

Consultant's discipline:

Owner's Project Manager

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

New Colerain Township Fire Stations #26 and #102

The Owner and Consultant agree as follows.

The scope of services to be provided Ohmer-Shaw Group LLC to Colerain Township will be as enumerated in the Ohmer-Shaw Group LLC proposal dated 11/4/22 and attached as exhibit 1. Compensation will be included within this document.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

« »

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
- .2 Date for commencement of construction:
3/2023
- .3 Substantial Completion date:
12/2024
- .4 Other milestone dates:

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

« »

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Robert W Shaw Jr.
4170 Chambers St.
Cincinnati, Ohio 45223

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3. CONSULTANT WILL PROVIDE NO INSURANCE RELATIVE TO THIS PROJECT

§ 2.7.1 Commercial General Liability with policy limits of not less than « » (\$« ») for each occurrence and « » (\$« ») in the aggregate for bodily injury and property damage. NONE

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than « » (\$« ») per claim and « » (\$« ») in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage. NONE

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2. NONE

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than « » (\$« »). NONE

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$« ») per claim and « » (\$« ») in the aggregate. NONE

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. NONE

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies. NONE

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- ☐ Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- ☒ Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) (Describe the deliverable(s))	Time Limits (Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)
See proposal datd 11/4/22 for all deliverables and time limits	

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Jeff Weckbach
4200 Springdale Rd
Colerain Township, Ohio 45251

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 6.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
As indicated in the Ohmer-Shaw Group LLC proposal dated 11/4/22

« »

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
\$100 per hour

« »

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
\$100 per hour for Ohmer-Shaw Group LLC

« »

Employee or Category	Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid forty five (45) 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 Consultant.
(Insert rate of monthly or annual interest agreed upon.)

one percent (1 %) « »

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of ten percent (10 %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

« »

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.” If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant 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 Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following: NOT INCLUDED
- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

« »

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

OWNER (Signature)

Robert W. Shaw Jr. Principal

(Printed name and title)

CONSULTANT (Signature)

Jeff Weckbach Township Administrator

(Printed name and title)

Ohmer-Shaw Group LLC

Robert W. Shaw Jr. PE

Principal

4170 Chambers St.
Cincinnati, Ohio 45223
513-706-8641
rwsha@yahoo.com

Jeff Weckbach

Colerain Township Administrator

11/2/22

Subject: Fire Station #26 and #102 Colerain Township

Dear Jeff:

Ohmer-Shaw Group LLC, (OSG) appreciates the opportunity to submit this proposal to Colerain Township (CT) for the above referenced project.

OBJECTIVE

Colerain Township is replacing the two above mentioned fire stations and has decided to engage a firm to represent them on the projects as their owner's project manager. This firm will be charged with representing the owner's best interests and improving the quality of the end product for this project.

SCOPE OF SERVICES

Working in close cooperation with designated members of CT, and the design and construction team OSG will work in the owner's best interests to evaluate and identify improvements in the project.

Specifically, OSG will:

Design Phase

1. Meet with Owner's stakeholders and determine significant project requirements. Recommend critical aspects for consideration.
2. Review, assess and discuss project requirements with Owner deciding what items should be incorporated in the project.
3. Evaluate and comment on project schedule and project budget, both prepared by others.
4. Attend weekly project meetings and evaluate project progress, adherence to the project schedule and compliance with the project schedule. Advise Owner on required decisions and project progress.
5. Evaluate "schematic design" design documents and comment on compliance with the owner's requirements, project budget and project schedule.
6. Evaluate "design development" design documents and comment on compliance with the owner's requirements, project budget and project schedule.
7. Evaluate for construction design documents and comment on compliance with the owner's requirements, project budget and project schedule.
8. Make recommendation to owner for commencement of construction.
9. Cost – Based on an 18-week design schedule, 232 hours of work effort during 18-week design period.
 $232 \times \$100 = \23200 .

Construction Phase

1. Attend weekly project meetings and evaluate project progress and it's compliance to the project schedule, budget, and contract documents. Advise Owner on required decisions and issues.
2. During weekly site visit assess the quality of the construction effort and advise the Owner of any required corrections.
3. During weekly site visit evaluate compliance of the construction effort against the construction schedule and advise the Owner of any required corrections.
4. Cost – Based on 16 months of construction, 544 hours of effort during 68-week construction period.
 $544 \times \$100 = \54400 .

Total Proposal Cost \$77,600

DELIVERABLES

OSG will provide documents required for CT's review as electronic files via email. OSG anticipates the following documents;

1. During the design phase typical weekly correspondence will be addressed as emails.
2. Formal review documents during the design phase will be provided as word documents.
3. During the construction phase typical weekly construction site visit reports will be provided as word documents.
4. During the construction phase weekly correspondence will be addressed as emails.

ASSUMPTIONS AND CLARIFICATIONS

1. Both fire stations will be designed and constructed during the same time period. Progress meetings for both stations will be held at one site and at the same meeting.
2. The anticipated design schedule is approximately 4 months and the anticipated construction schedule is approximately 16 months.
3. Design documents will be prepared by the architect and his consultants. OSG will provide no design documents.
4. Schedules and budgets will be prepared by others. OSG will review and assess them only.
5. OSG will provide no review of safety requirements.
6. OSG will have no responsibility for means and methods.

Sincerely,

Robert W. Shaw Jr. PE

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie

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

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:

2400 Adams Rd.	510-0051-0383-90
12104 Birchgrove Ct.	510-0013-0056-00
9871 Capstan Dr.	510-0111-0143-00
3241 Crest Rd.	510-0130-0086-00
12166 Glencrest Ct.	510-0013-0136-00
10794 Invicta Cir.	510-0032-0213-00
9936 Loralinda Dr.	510-0112-0206-00
3227 Niagara St.	510-0102-0092-00
2449 Roosevelt Ave.	510-0031-0496-00
2520 Springdale Rd.	510-0043-0038-00
2795 Springdale Rd.	510-0042-0110-00
3475 Springdale Rd.	510-0112-0027-00
11448 Swissvale Ct.	510-0024-0266-00

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 15th of November 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

Trustee _____ 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>
2400 Adams Rd.	510-0051-0383-90
12104 Birchgrove Ct.	510-0013-0056-00
9871 Capstan Dr.	510-0111-0143-00
3241 Crest Rd.	510-0130-0086-00
12166 Glencrest Ct.	510-0013-0136-00
10794 Invicta Cir.	510-0032-0213-00
9936 Loralinda Dr.	510-0112-0206-00
3227 Niagara St.	510-0102-0092-00
2449 Roosevelt Ave.	510-0031-0496-00
2520 Springdale Rd.	510-0043-0038-00
2795 Springdale Rd.	510-0042-0110-00
3475 Springdale Rd.	510-0112-0027-00
11448 Swissvale Ct.	510-0024-0266-00

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 15th day of November 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 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 15th day of November 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie

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 - 2733 Roosevelt Ave.

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:

2733 Roosevelt Ave, Cincinnati, OH 45231

White, Ford, F150, 1999, JHG9334 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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-22

RESOLUTION DECLARING VEHICLE LOCATED AT 2733 Roosevelt Ave, Cincinnati, OH 45231 – Parcel ID 510-0031-0763-00
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 **2733 Roosevelt Ave, Cincinnati, OH 45231 – Parcel ID 510-0031-0763-00**

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 **2733 Roosevelt Ave, Cincinnati, OH 45231 – Parcel ID 510-0031-0763-00** to be inoperable, extensively damages, and at least three model years old:

A. White, Ford, F150, 1999, JHG9334 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.

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 _____ and 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 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: Ed Cordie

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 - 6666 Schweitzerhoff Rd.

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:

6666 Schweitzerhoff Rd. Cincinnati, OH 45247

Blue, Subaru, Outback, 2003, HPU7070, 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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-22

**RESOLUTION DECLARING VEHICLE LOCATED AT 6666 Schweitzerhoff Rd.
Cincinnati, OH 45247– Parcel ID 510-0350-0051-00
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 **6666 Schweitzerhoff Rd. Cincinnati, OH 45247 – Parcel ID 510-0350-0051-00**

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 **6666 Schweitzerhoff Rd. Cincinnati, OH 45247 – Parcel ID 510-0350-0051-00** to be inoperable, extensively damages, and at least three model years old:

A. Blue, Suburu, Outback, 2003, HPU7070, 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.

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 _____ and 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 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 SERVICES

Department: Public Services

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan
Goal:

Follow Up Discussion - Traffic Calming Device Selection

Staff seeks direction from the Board of Trustees.

Rationale:

Menominee is a street with a concrete base and an asphalt overlay. Asphalt over concrete can create long term issues for asphalt speed cushion as the concrete joints beneath the surface are more likely to heave than an all asphalt street. These heaves will likely result in cracks and potholes on the asphalt speed cushion that will be difficult to repair by our internal staff. Certain areas of the asphalt may also be pushed higher in this process.

Staff is recommending the installation of similar traffic calming devices to the ones installed on Niagara, with one distinct difference, the use of epoxy to properly seal the devices to make them more permanent. This should address the long term issues with joint heaves and provide staff with the ability to more readily make spot repairs in the area of the speed cushions.

Staff is proposing to install the speed cushions near the following addresses. These addresses will likely change slightly as we get closer to the final contract for installation.

- 10100 and 10097
- 10032 and 10031
- 9983 and 9972

PUBLIC SERVICES

Department: Public Services

Department Director: Jeff Weckbach, Township Administrator

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

Motion to Issue Request for Proposals for Colerain Avenue Bus Station Pull Offs

Recommend ADOPTION of the Motion.

Rationale:

The Township was awarded funding through the SORTA grant in February of 2022. The Township has worked KZF to design this project and the attached RFP with engineered drawings will allow the Township to find a successful company to complete the scope of work. This is for the Northern Bus Pull Offs, as the Southern portion of the project will be completed with the Colerain Avenue Streetscape and Sidewalk Project in 2023.



REQUEST FOR PROPOSALS

COLERAIN AVENUE BUS PULL OFFS NEAR NORTHGATE MALL for Colerain Township

Release Date: 11/16/2022

Response Deadline: 12/20/2022

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR PROPOSALS COLERAIN AVENUE BUS PULL OFFS NEAR
NORTHGATE MALL**

NOTICE TO RESPONDENTS

Colerain Township, Hamilton County is seeking a qualified construction company to build two bus station pull offs along Colerain Avenue, complete with bus shelters, benches, and trash cans. Responses to the request for proposals will be accepted until 4 p.m. on December 20, 2022.

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

Responses should be completed online through the Bid Express system.

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

GENERAL INFORMATION

Colerain Township was able to secure funding through the Southwest Regional Transit Authority for the construction of two bus pull offs along Colerain Avenue. This project will enhance the overall flow of traffic along Colerain Avenue by providing buses with a safe place to pull off in order to pick up and drop off riders.

Due to the funding received from SORTA, an invoice for a portion of the work must be received by the Township by 2/1/2023.

The funding for this project allows for the ultimate construction of four bus bays. The southern two bus bays will not be completed in the scope of this project, however the Township requires the successful contractor to purchase two additional bus shelters, benches, and trash cans that will be installed with the future project to construct additional bus pull offs.

The Township also requires that the successful contractor provide as built drawings at the conclusion of the project.

PROJECT SCOPE

Please see attachment A for a full project scope with engineered design drawings.

TIMELINE

- | | |
|------------------------------------|-------------------|
| 1. Township Trustees RFP approval: | November 15, 2022 |
| 2. RFP Release: | November 16, 2022 |

- | | |
|-------------------------------------|---|
| 3. Proposal Deadline: | December 20, 2022, 4:00 p.m. (local time) |
| 4. Projected Township approval: | January 3 or 10, 2023 |
| 5. Projected Contract Commencement: | January 11, 2022 |

The Township will not be responsible for proposals that are received after the 4:00 p.m. deadline on December 20, 2022.

EVALUATION CRITERIA

The Township will evaluate all responses in order to determine the lowest and best bid. Colerain Township Trustees must still approve a contract before the process is completed. The Trustees reserve the right to reject any and all responses to the request for proposals.

SUBMITTALS

All proposals shall include the following:

1. Cost Sheet
2. All Required Insurances
3. 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.
4. Legal Disclosure – Please disclose your current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.
5. Sample Contract – Please provide a sample contract. This will help to expedite the timeline in order to allow for a quicker project commencement.

TERMS AND CONDITIONS

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

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

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

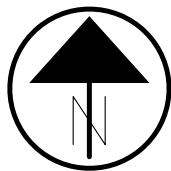
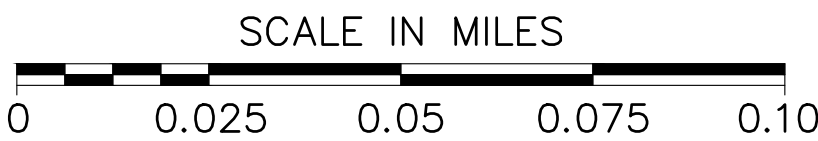
Colerain Township reserves the right to expand or reduce the work subject to negotiating with the successful contract. Colerain Township reserves the right to choose a company from the responses or to further interview companies after proposals are submitted.

f:\Projects\694704\05_deliverables\Drawings\694704\Design\Roadway\Sheets\694704G1001.dwg 16--Aug--22 10:03 AM



LOCATION MAP

LATITUDE: 39°14'48" LONGITUDE: -84°35'45"



PORTION TO BE IMPROVED	
INTERSTATE HIGHWAY	
FEDERAL ROUTES	
STATE ROUTES	
COUNTY & TOWNSHIP ROADS	
OTHER ROADS	

DESIGN DESIGNATION

CURRENT ADT (20__) _____
DESIGN YEAR ADT (20__) _____
DESIGN HOURLY VOLUME (20__) _____
DIRECTIONAL DISTRIBUTION _____
TRUCKS (24 HOUR B&C) _____
DESIGN SPEED _____ 35 MPH
LEGAL SPEED _____ 35 MPH
DESIGN FUNCTIONAL CLASSIFICATION: _____

NHS PROJECT _____

DESIGN EXCEPTIONS NONE

ADA DESIGN WAIVERS NONE

UNDERGROUND UTILITIES

CONTACT TWO WORKING DAYS
BEFORE YOU DIG.

OHIO811, 8-1-1, OR 1-800-362-2764
(Non-members must be called directly)

PLAN PREPARED BY:

KZF DESIGN
Designing Better Futures
700 Broadway Street TEL 513 621 6211
Cincinnati, OH 45202-6010 FAX 513 621 6530

ENGINEERS SEAL:		
		SIGNED: _____ DATE: _____
		ENGINEERS SEAL:
		SIGNED: _____ DATE: _____

INDEX OF SHEETS:

COVER SHEET.....	01
TYPICAL SECTIONS AND QUANTITIES.....	02
GENERAL NOTES.....	03
MAINTENANCE OF TRAFFIC NOTES.....	04
MAINTENANCE OF TRAFFIC PLAN.....	05-06
PLAN VIEWS.....	07-08
BUS STOP GENERAL NOTES AND SCDS.....	09

CONTROL POINTS				
NUMBER	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TBM FH ARROW BOLT	460534.5230	1375008.9590	854.8700
2	IP 5/8"	460267.7960	1375075.6450	856.9500
3	MAG	460657.3760	1375129.1710	851.9600
4	MAG	460806.7030	1375089.2520	853.8600
5	IPC BAYER BECKER	460985.1760	1374878.4100	859.5380

FINAL PLANS

STANDARD CONSTRUCTION DRAWINGS						SUPPLEMENTAL SPECIFICATIONS	SPECIAL PROVISIONS
BP 1.1	7/28/00	TC 41.2010/18/13				800	5/2/22
BP 5.1	1/21/22	TC 52.1010/18/13				832	10/19/18
		TC 52.20 1/15/21				880	1/21/22
CB 3A	7/16/21	TC 71.10 7/16/21				884	10/19/18
CB 6	1/21/22						
DM 1.1	7/17/20						
DM 1.2	7/16/21						
DM 4.3	1/15/16						
DM 4.4	1/15/16						
MT 95.30	7/19/19						
MT 95.45	1/17/20						
MT105.10	1/17/20						
MT110.10	7/19/13						

PROJECT DESCRIPTION

CONSTRUCT NORTHBOUND AND SOUTHBOUND BUS STATION PULL OFFS ON US 27 BETWEEN SPRINGDALE ROAD AND MALL ROAD.

PROJECT EARTH DISTURBED AREA: 0.12 ACRES
ESTIMATED CONTRACTOR EARTH DISTURBED AREA: 0.25 ACRES
NOTICE OF INTENT EARTH DISTURBED AREA: 0.37 ACRES

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

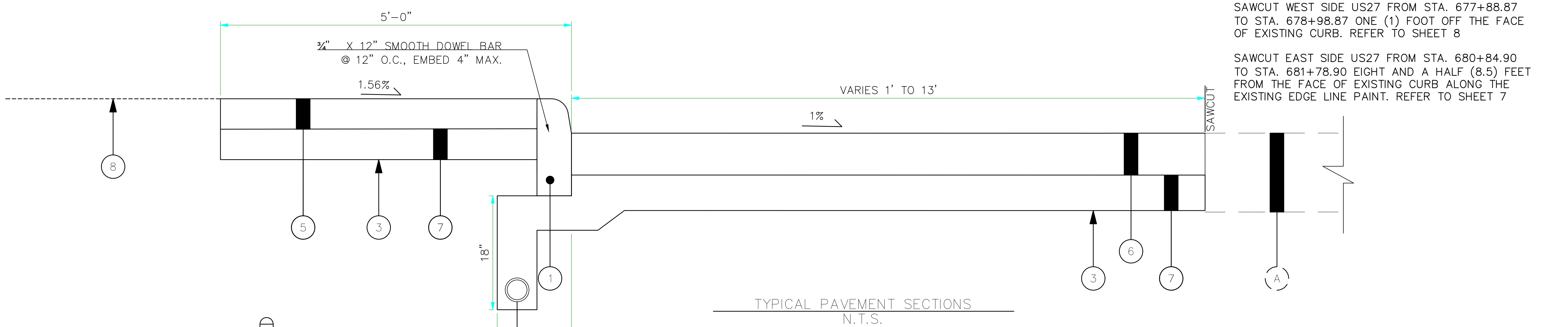
I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT WILL NOT REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY EXCEPT FOR THE SIDE ROADS AS DESCRIBED ON SHEETS AND THAT PROVISIONS FOR THE MAINTENANCE AND SAFETY OF TRAFFIC WILL BE AS SET FORTH ON THE PLANS AND ESTIMATES.

APPROVED _____
DATE _____ DISTRICT DEPUTY DIRECTOR

APPROVED _____
DATE _____ DIRECTOR, DEPARTMENT OF TRANSPORTATION

FEDERAL PROJECT NO.	NON FEDERAL
PID NO.	N/A
CONSTRUCTION PROJECT NO.	N/A
RAILROAD INVOLVEMENT	NONE
US27-BUS STOPS	
	01 09

f:\Projects\694704\05_deliverables\Drawings\694704\Design\Roadway\Sheets\694704GY001.dwg 16-Aug-22 10:04 AM



SAWCUT WEST SIDE US27 FROM STA. 677+88.87 TO STA. 678+98.87 ONE (1) FOOT OFF THE FACE OF EXISTING CURB. REFER TO SHEET 8

SAWCUT EAST SIDE US27 FROM STA. 680+84.90 TO STA. 681+78.90 EIGHT AND A HALF (8.5) FEET FROM THE FACE OF EXISTING CURB ALONG THE EXISTING EDGE LINE PAINT. REFER TO SHEET 7

QUANTITIES			
ITEM	DESCRIPTION	UNITS	QTY
202E23000	PAVEMENT REMOVED	SY	13
202E30000	WALK REMOVED	SF	1330
202E32000	CURB REMOVED	LF	209
202E58101	CATCH BASIN REMOVED, AS PER PLAN	EACH	1
204E10000	SUBGRADE COMPACTION	SF	3743
304E20000	AGGREGATE BASE, 6" DEPTH	CY	60
451E10011	6" REINFORCED CONCRETE PAVEMENT, CLASS QC 1P, AS PER PLAN	SY	27
452E12020	8" NON-REINFORCED CONCRTE PAVEMENT, CLASS QC1 WITH QC/QA	SY	248
517E73500	RAILING, PIPE	FT	10
605E14000	6" BASE UNDERDRAINS	FT	214
608E12000	5" CONCRETE WALK	SF	1059
609E26000	CURB, TYPE 6	FT	214
611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	13
611E00901	6" CONDUIT, TYPE B, AS PER PLAN, FOR DRAINAGE CONNECTION	FT	20
611E98651	CATCH BASIN FRAME AND GRATE, AS PER PLAN	EACH	1
614E11001	MAINTENANCE OF TRAFFIC, AS PER PLAN	LS	1
616E10000	WATER	MGAL	21
621E54000	ONE WAY SUPPORT, NO. 3 POST	FT	39
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1
624E10000	MOBILIZATION	LS	1
630E08004	REMOVAL OF GROUND MOUNTED SING AND REERECTION	EACH	3
642E00100	EDGE LINE, 4", TYPE 1	MILE	0.2
642E00200	LANE LINE, 4", TYPE 1	MILE	0.2
643E01400	WORD ON PAVEMENT, 72"	EACH	2
659E00300	TOPSOIL	CY	220
659E10000	SEEDING AND MULCHING	SY	25
659E20000	COMMERCIAL FERTILIZER	TON	0.03
659E35000	WATER	MGAL	1.18
690E98000	SPECIAL - BUS STOP BENCH	EACH	2
690E98000	SPECIAL - TRASH RECEPTACLE	EACH	2
690E98000	SPECIAL - BUS STOP SHELTER	EACH	2
870E10000	PREFABRICATED MODULAR RETAINING WALL	SF	65

ITEM LEGEND

- 1

ITEM 609 - CURB, TYPE 6
- 2

ITEM 870 - PREFABRICATED MODULAR RETAINING WALL
- 3

ITEM 204 - SUBGRADE COMPACTION
- 4

ITEM 605 - 6" BASE PIPE UNDERDRAIN
- 5

ITEM 608 - 5" CONCRETE WALK
- 6

ITEM 452 - 8" NON-REINFORCED CONCRETE PAVEMENT
- 7

ITEM 304 - 6" AGGREGATE BASE
- 8

ITEM 659 - SEEDING AND MULCHING
- 9

ITEM 517 - RAILING, PIPE
- 10

ITEM 451 - 6" REINFORCED CONCRETE PAVEMENT, CLASS QC 1P, AS PER PLAN (REFER TO ITEM 690 SPECIAL-BUS STOP SHELTER DETAIL ON PAGE 9)
- A

EXISTING PAVEMENT, THICKNESS UNKNOWN

f:\Projects\694704\05_deliverables\Drawings\694704\Design\Roadway\Sheets\694704GN001.dwg, 16--Aug--22, 10:04 AM

UTILITY OWNERSHIP

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

DUKE ELECTRIC (DISTRIBUTION)
2010 DANA AVE
CINCINNATI, OHIO 45207
513-514-8211 (AARON WRIGHT)
AARON.WRIGHT@DUKE-ENERGY.COM

DUKE ENERGY - GAS
139 EAST 4TH STREET, ROOM 460A
CINCINNATI, OHIO 45202
513-287-2517 (MARK BRANSCUM)
MARK.BRANSCUM@DUKE-ENERGY.COM
(PLEASE SEND ALL UTILITY PLAN REVIEWS TO THIS ADDRESS:
OH/KYHOUSEBILL@DUKE-ENERGY.COM)

ALTA FIBER/CINCINNATI BELL TELEPHONE (UNDERGROUND)
221 EAST 4TH STREET, BLDG. 121-900
CINCINNATI, OHIO 45201
513-565-7187 (BRECK COWAN)
(PLEASE SEND ALL UTILITY PLAN REVIEWS TO THIS ADDRESS:
ROADPROJECTS@CINBELL.COM)

ALTA FIBER/CINCINNATI BELL TELEPHONE (AERIAL)
209 WEST 7TH STREET, BLDG. 121-900
CINCINNATI, OHIO 45202
513-565-6014 (ROBERT STROCHINSKY)
(PLEASE SEND ALL UTILITY PLAN REVIEWS TO THIS ADDRESS:
ROADPROJECTS@CINBELL.COM)

CHARTER COMMUNICATIONS/SPECTRUM
10920 KENWOOD ROAD
BLUE ASH, OHIO 45242
(SEND ALL PLANS/CORRESPONDENCE TO EMAIL BOX FOR DISTRIBUTION:
DL-SOUTHERN-OHIO-OUTSIDE-PLANT@CHARTER.COM)

MCI/VERIZON
5400 DUFF ROAD
CINCINNATI, OHIO 45129
254-721-8977 (BRUCE TURKIEWICZ)
BRUCE.TURKIEWICZ@VERIZONWIRELESS.COM

TEAM FISHEL
4740 R INTERSTARE DRIVE
WEST CHESTER, OHIO 45246
937-233-2268 (TYLER SPARKS)
TSSPARKS@TEAMFISHEL.COM

LUMEN
100 CENTRYLINK DR
MONROE, LA 71203
877-453-8353

BP OIL
150 W. WARRENVILLE RD
NAPERVILLE, IL 60563
BPPIPELINESROW@BP.COM

GREATER CINCINNATI WATER WORKS
4747 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232
513-591-5056 (JON HUNSEDER)
JON.HUNSEDER@GCWW.CINCINNATI-OH.GOV

METROPOLITAN SEWER DISTRICT
1600 GEST STREET
CINCINNATI, OHIO 45204
513-244-1369 (ALICE OLIVER)
(PLEASE SEND ALL UTILITY PLAN REVIEWS TO THIS ADDRESS:
MSDUTILITYREVIEW@CINCINNATI-OH.GOV)

HAMILTON COUNTY ENGINEER'S OFFICE
700 COUNTY ADMINISTRATION BUILDING
138 EAST COURT STREET
CINCINNATI, OHIO 45202-1232
513-946-4250 (ERIC BECK)
ERIC.BECK@HAMILTON-CO.ORG

ODOT DISTRICT 8, TRAFFIC OPERATIONS DEPT.
505 SOUTH SR741
LEBANON, OHIO 45036
513-933-6692 (JIM T. JUDD)
JIM.JUDD@DOT.OHIO.GOV

UTILITY OWNERSHIP (CONT.)

ODOT CENTRAL ITS
1620 W BROAD ST
COLUMBUS, OH 43222
614-387-1253 (BRYAN COMER)
BRYAN.COMER@DOT.OHIO.GOV

EXISTING FACILITIES

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THEIR WORK IN SUCH MANNER AS NOT TO DAMAGE OR DESTROY ANY EXISTING FACILITY. IF ANY DAMAGE TO ANY EXISTING FACILITY OCCURS DUE TO THE CONTRACTOR'S OPERATIONS, THEY SHALL REPLACE THE DAMAGED FACILITY AT THEIR EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

WORK LIMITS

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

CONSTRUCTION NOISE

ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT MAY BE AFFECTED BY CONSTRUCTION NOISE. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 9:00 PM AND 6:00 AM. IN ADDITION, DO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND NECESSARILY ATTENDANT TO THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT.

CLEARING AND GRUBBING

ALTHOUGH THERE ARE NO TREES OR STUMPS SPECIFICALLY MARKED FOR REMOVAL WITHIN THE LIMITS OF THE PROJECT, A LUMP SUM QUANTITY IS INCLUDED IN THE GENERAL SUMMARY FOR ITEM 201, CLEARING AND GRUBBING. ALL PROVISIONS AS SET FORTH IN THE SPECIFICATION UNDER THIS ITEM ARE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 201, CLEARING AND GRUBBING.

SURVEYING

PRIMARY PROJECT CONTROL MONUMENTS GOVERN ALL POSITIONING ON ODOT PROJECTS. SEE SHEET 01 OF THE PLANS FOR A TABLE CONTAINING PROJECT CONTROL INFORMATION.

USE THE FOLLOWING PROJECT CONTROL, VERTICAL POSITION, AND HORIZONTAL POSITIONING PARAMETERS FOR ALL SURVEYING:

PROJECT CONTROL

VERTICAL POSITIONING

ORTHOMETRIC HEIGHT DATUM: NAVD 88
GEOID: 12A

HORIZONTAL POSITIONING

REFERENCE FRAME: NAD83 (86)
ELLIPSOID: GRS80
MAP PROTECTION: LAMBERT
COORDINATION SYSTEM: STATE OF PLANE OH SOUTH
1.000094421104

USE THE POSITIONING METHODS AND MONUMENT TYPE USED IN THE ORIGINAL SURVEY TO RESTORE ALL MONUMENTS RELATED TO PRIMARY PROJECT CONTROL THAT ARE DAMAGED OR DESTROYED BY CONSTRUCTION ACTIVITIES. RESTORE THE DAMAGED OR DESTROYED MONUMENTS IN ACCORDANCE WITH SUPPLEMENTAL SPECIFICATION 823.

SODDING

THE FOLLOWING QUANTITIES ARE PROVIDED TO PROMOTE GROWTH AND CARE OF PERMANENT SODDED AREAS.

659, SEEDING AND MULCHING	220 SQ. YD.
659, TOPSOIL	25 CU. YD.
659, COMMERCIAL FERTILIZER	0.030 TON
659, WATER	1.18 M. GAL.

CONSTRUCTION NOTIFICATION

THROUGHOUT THE DURATION OF THE PROJECT, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IN WRITING OF ALL TRAFFIC RESTRICTIONS AND UPCOMING MAINTENANCE OF TRAFFIC CHANGES. THE CONTRACTOR SHALL ENSURE THE WRITTEN NOTIFICATION IS SUBMITTED IN A TIMELY MANNER TO ALLOW THE PROJECT ENGINEER TO MEET THE REQUIRED TIME FRAMES SET FORTH IN THE TABLE BELOW TO INFORM THE OFFICE OF COMMUNICATIONS. THIS NOTIFICATION SHALL BE RECEIVED BY THE PROJECT ENGINEER PRIOR TO THE PHYSICAL SETUP OF ANY APPLICABLE SIGNS OR MESSAGE BOARDS.

INFORMATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, ALL CONSTRUCTION ACTIVITIES THAT IMPACT OR INTERFERE WITH TRAFFIC AND SHALL LIST THE SPECIFIC LOCATION, TYPE OF WORK, ROAD STATUS, DATE AND TIME OF RESTRICTION, DURATION OF RESTRICTION, NUMBER OF LANES MAINTAINED, NUMBER OF LANES CLOSED, DETOUR ROUTES, IF APPLICABLE, AND ANY OTHER INFORMATION REQUESTED BY THE PROJECT ENGINEER.

NOTICE TO OFFICE OF COMMUNICATIONS TIME TABLE		
ITEM	DURATION OF CLOSURE	NOTICE DUE TO OFFICE OF COMMUNICATION
RAMP & ROAD CLOSURES	>= 2 WEEKS	21 CALENDAR DAYS PRIOR TO CLOSURE
	>12 HOURS & < 2 WEEKS	14 CALENDAR DAYS PRIOR TO CLOSURE
	< 12 HOURS	4 BUSINESS DAYS PRIOR TO CLOSURE
LANE CLOSURES AND RESTRICTIONS	>= 2 WEEKS	14 CALENDAR DAYS PRIOR TO CLOSURE
	< 2 WEEKS	2 BUSINESS DAYS PRIOR TO CLOSURE
START OF CONSTRUCTION & TRAFFIC PATTERN CHANGES	N/A	14 CALENDAR DAYS PRIOR TO IMPLEMENTATION

ANY UNFORESEEN CONDITIONS NOT SPECIFIED IN THE PLANS REQUIRING TRAFFIC RESTRICTIONS SHALL ALSO BE REPORTED TO THE PROJECT ENGINEER USING THE NOTICE TO OFFICE OF COMMUNICATIONS TIME TABLE.

ITEM 202 - INLET REMOVED, AS PER PLAN

THIS ITEM SHALL CONSIST OF THE REMOVAL OF THE EXISTING CURB INLET FRAME AND GRATE.

ONLY ONEREFER TO MAINTENANCE OF TRAFFIC NOTED FOR WORK TIME RESTRICTIONS.

THE UNIT BID PRICE SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE WORK.

ITEM 611 - CATCH BASIN, NO. 6, AS PER PLAN

THIS ITEM SHALL CONSIST OF THE INSTALLATION OF AN ODOT TYPE 6 CATCH BASIN FRAME AND GRATE ON THE EXISTING INLET STRUCTURE. A 1" THICK STEEL PLATE (MIN.) SHALL BE USED TO CONNECT THE TYPE 6 INLET TO THE EXISTING CONCRETE STRUCTURE

THE GRATE ELEVATION SHALL MATCH THE EXISTING CURB LINE/EDGE OF PAVEMENT. THE CONNECTED PIPES SHALL NOT BE DISTURBED.

REFER TO MAINTENANCE OF TRAFFIC NOTED FOR WORK TIME RESTRICTIONS.

THE UNIT BID PRICE SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE WORK.

ITEM 870 - PREFABRICATED MODULAR RETAINING WALL

THIS ITEM SHALL CONSIST OF THE INSTALLATION OF A MODULAR RETAINING WALL PER THE ELEVATIONS ON SHEET 08.

THE UNIT BID PRICE SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE WORK.

CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY.

PAYMENT FOR ALL THE OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEM.

REVIEW OF DRAINAGE FACILITIES

BEFORE ANY WORK IS STARTED ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE BY THE STATE, REPRESENTATIVES OF THE STATE AND THE CONTRACTOR, ALONG WITH LOCAL REPRESENTATIVES, SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCE SHALL BE DETERMINED FROM FIELD OBSERVATIONS. RECORDS OF THE INSPECTION SHALL BE KEPT IN WRITING BY THE STATE.

ALL NEW CONDUITS, INLETS, CATCH BASINS, AND MANHOLES CONSTRUCTED AS A PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER AND IN A CLEAN CONDITION BEFORE THE PROJECT WILL BE ACCEPTED BY THE STATE.

ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER.

PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611CONDUIT ITEMS

UNRECORDED STORM WATER DRAINAGE

FURNISH A CONTINUANCE FOR ALL UNRECORDED STORM WATER DRAINAGE, SUCH AS ROOF DRAINS, FOOTER DRAINS, OR YARD DRAINS, DISTURBED BY THE WORK. FURNISH EITHER AN OPEN CONTINUANCE OR AN UNOBSTRUCTED CONTINUANCE BY CONNECT-STRUCTURE. THE LOCATION, TYPE, SIZE AND GRADE OF THE NEEDED CONDUIT TO REPLACE OR EXTEND AN EXISTING DRAIN WILL BE DETERMINED BY THE ENGINEER. ALL SUCH CONTINUANCE REQUIRES A RIGHT OF WAY USE PERMIT.

THE FOLLOWING CONDUIT TYPES MAY BE USED: 707.33, 707.41 NON-PERFORATED, 707.42, 707.43, 707.45, 707.46, 707.47, 707.51, 707.52 SDR35.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER FOR THE WORK NOTED ABOVE:

611, 6" CONDUIT, TYPE B, FOR DRAINAGE CONNECTION 20 FT

"OMUTCD" REFERS TO "OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", CURRENT EDITION.
"SCD" REFERS TO "STANDARD CONSTRUCTION DRAWING".
"CMS" REFERS TO "CONSTRUCTION AND MATERIAL SPECIFICATION" ODOT, CURRENT EDITION.

CALCULATED
SCR
CHECKED
MAM

GENERAL NOTES

US27-BUS STOPS

03
09

f:\Projects\694704\05_deliverables\Drawings\694704\Design\MOT\Sheets\694704MN001.dwg 16-Aug-22 10:04 AM

ITEM 614, MAINTAINING TRAFFIC

A MINIMUM OF 2 LANE(S) OF TRAFFIC IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES BY USE OF THE EXISTING PAVEMENT, AND THE COMPLETED PAVEMENT.

SINGLE LANE CLOSURES SHALL BE MADE IN ACCORDANCE WITH STANDARD CONSTRUCTION DRAWINGS MT-95.30. CLOSURES WILL BE RESTRICTED TO BETWEEN THE HOURS OF 8 PM AND 11 AM. THE CATCH BASIN REPLACEMENT AT STATION 678+63 SHALL OCCUR DURING THESE RESTRICTED HOURS.

LENGTH AND DURATION OF LANE CLOSURES AND RESTRICTIONS SHALL BE AT THE APPROVAL OF THE ENGINEER. IT IS THE INTENT TO MINIMIZE THE IMPACT TO THE TRAVELING PUBLIC. LANE CLOSURES OR RESTRICTIONS OVER SEGMENTS OF THE PROJECT IN WHICH NO WORK IS ANTICIPATED WITHIN A REASONABLE TIME FRAME, AS DETERMINED BY THE ENGINEER, SHALL NOT BE PERMITTED. THE LEVEL OF UTILIZATION OF MAINTENANCE OF TRAFFIC DEVICES SHALL BE COMMENSURATE WITH THE WORK IN PROGRESS.

TRAFFIC SHALL BE MAINTAINED AT ALL INTERSECTIONS AND DRIVES AT ALL TIMES AND SHALL BE CONTROLLED BY FLAGGERS AND TRAFFIC CONTROL DEVICES AS REQUIRED AND SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH C&MS 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614, MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

OVERNIGHT TRENCH CLOSING

THE BASE WIDENING SHALL BE COMPLETED TO A DEPTH OF NO MORE THAN 12 INCHES BELOW THE EXISTING PAVEMENT BY THE END OF EACH WORK DAY. NO TRENCH SHALL BE LEFT OPEN OVERNIGHT EXCEPT FOR A SHORT LENGTH (25 FEET OR LESS) OF A WORK SECTION AT THE END OF THE TRENCH. IN CASE WORK MUST BE SUSPENDED BECAUSE OF INCLEMENT WEATHER OR OTHER REASONS, THE TRENCH FOR THE UN-COMPLETED BASE WIDENING SHALL BE BACKFILLED AT THE DIRECTION OF THE ENGINEER.

FLOODLIGHTING

FLOODLIGHTING OF THE WORK SITE FOR OPERATIONS CONDUCTED DURING NIGHT TIME PERIODS SHALL BE ACCOMPLISHED SO THAT THE LIGHTS DO NOT CAUSE GLARE TO THE DRIVERS ON THE ROADWAY. TO ENSURE THE ADEQUACY OF THE FLOODLIGHT PLACEMENT, THE CONTRACTOR AND THE ENGINEER SHALL DRIVE THROUGH THE WORK SITE EACH NIGHT WHEN THE LIGHTING IS IN PLACE AND OPERATIVE PRIOR TO COMMENCING ANY WORK. IF GLARE IS DETECTED, THE LIGHT PLACEMENT AND SHIELDING SHALL BE ADJUSTED TO THE SATISFACTION OF THE ENGINEER BEFORE WORK PROCEEDS.

SIDEWALK CLOSED SIGNS

THE CONTRACTOR SHALL ERECT AND MAINTAIN, FOR THE DURATION OF THIS PROJECT, "SIDEWALK CLOSED" AT ALL INTERSECTIONS AFFECTED BY THE ACTIVE PHASE. "SIDEWALK CLOSED" SIGNS SHALL INCLUDE DETOUR SIGNAGE TO THE OPEN SIDEWALK. FOR FURTHER INFORMATION, SEE SCD MT-110.10.

PAYMENT FOR THE SIDEWALK CLOSED SIGNS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY TO INSTALL AND MAINTAIN THE SIGNS, SHALL BE PAID FOR UNDER ITEM 614 -MAINTAINING TRAFFIC.

PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614 -MAINTAINING TRAFFIC.

DUST CONTROL

THE CONTRACTOR SHALL FURNISH AND APPLY WATER FOR DUST CONTROL AS DIRECTED BY THE ENGINEER. THE FOLLOWING CONTINGENCY QUANTITY HAS BEEN INCLUDED FOR DUST CONTROL PURPOSES:

ITEM 616, WATER..... 0.04 M. GAL.

PHASE 1 – SOUTHBOUND BUS STOP INSTALLATION

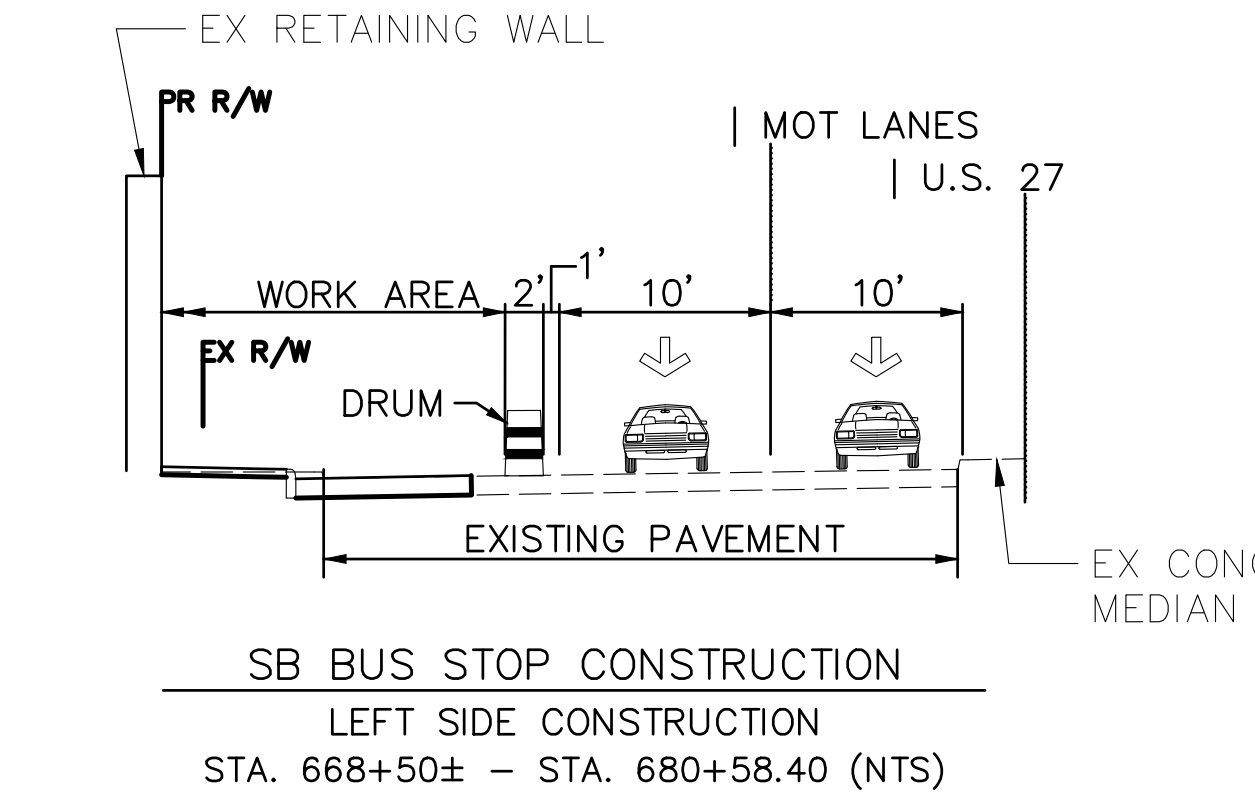
MAINTAIN TWO 10’ SOUTHBOUND LANES USING THE EXISTING PAVEMENT AS SHOWN IN THE MOT PLANS. NORTHBOUND TRAFFIC SHALL NOT BE DISTURBED.

BUSINESS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

PEDESTRIAN TRAFFIC TO BE DETOURED OVER PEDESTRIAN BRIDGE, AND MALL ROAD.

CONSTRUCT PROPOSED CURB ON THE LEFT SIDE (WEST SIDE), NEW SIDEWALK, BUS STOP PAD, AND CONCRETE PAVEMENT. SEED AND MULCH EXPOSED SOIL.

WORK ZONE PAVEMENT MARKINGS AND MOT EQUIPMENT SHALL BE IN PLACE PRIOR TO OPENING THE LANES OF TRAFFIC FOR THE NEXT PHASE.



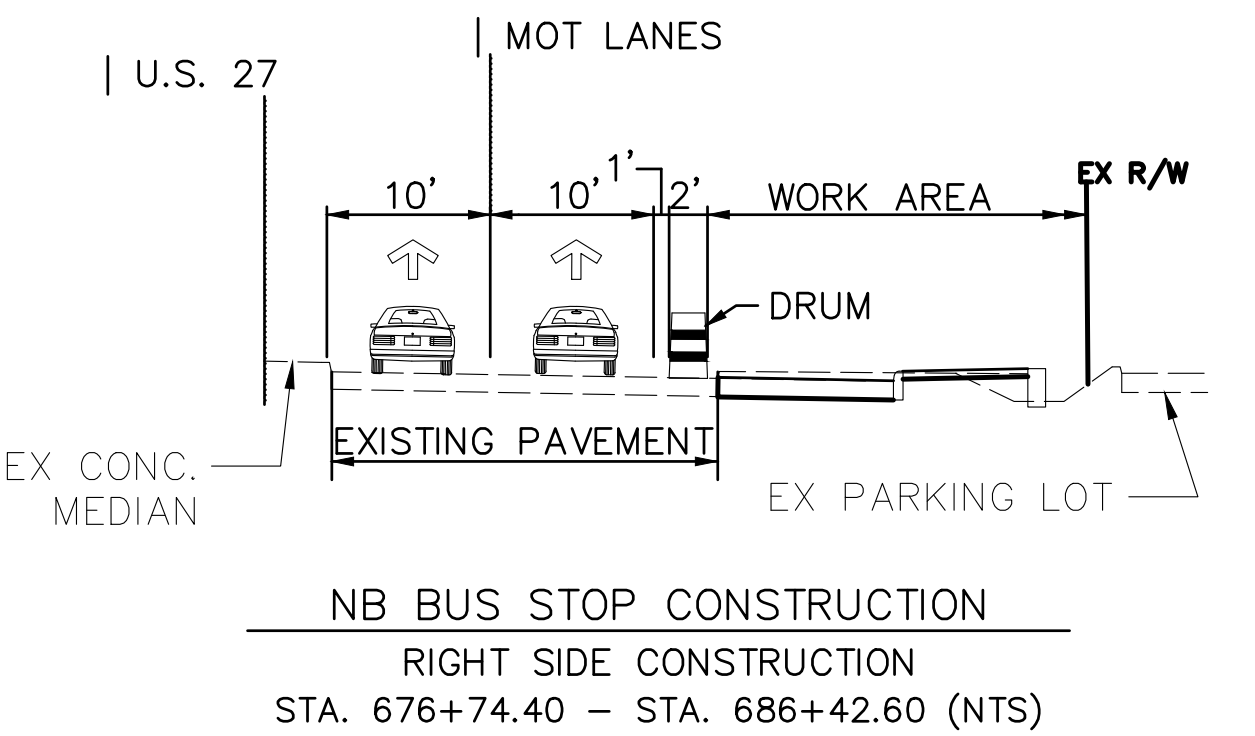
PHASE 2 – NORTHBOUND BUS STOP INSTALLATION

MAINTAIN TWO 10’ NORTHBOUND LANES USING THE EXISTING PAVEMENT AS SHOWN IN THE MOT PLANS. SOUTHBOUND TRAFFIC SHALL NOT BE DISTURBED.

BUSINESS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

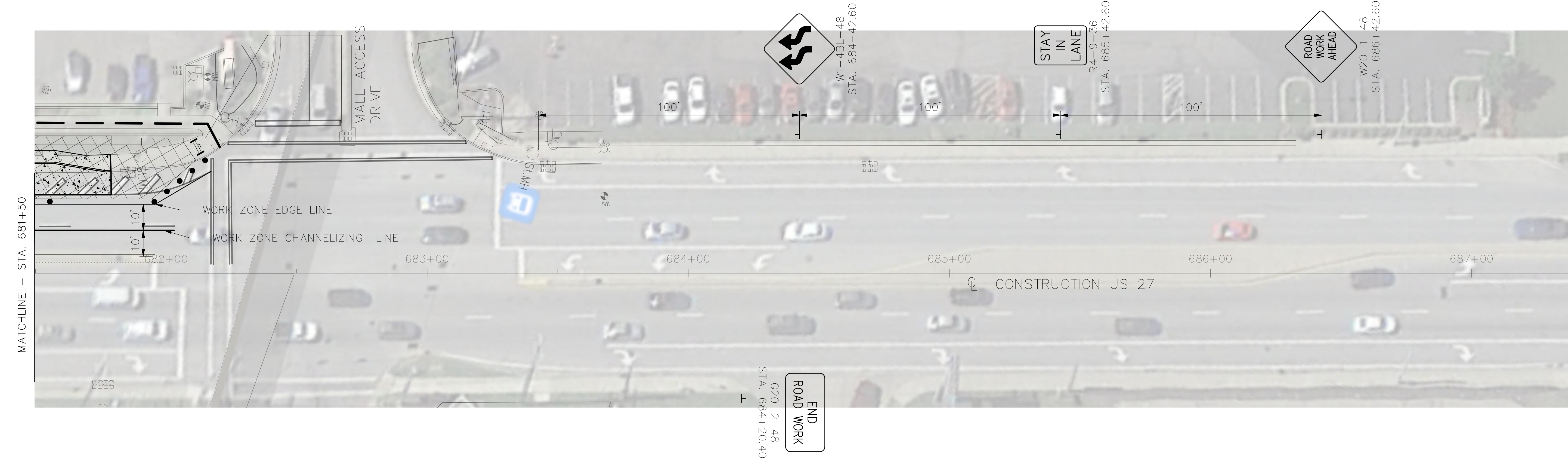
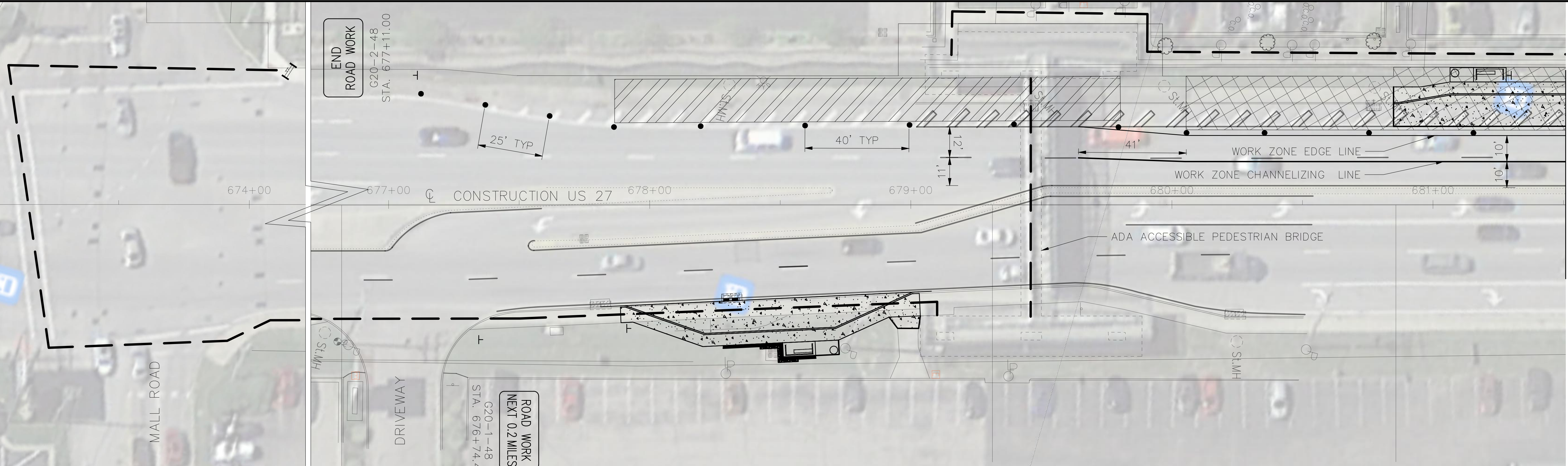
PEDESTRIAN TRAFFIC TO BE DETOURED OVER PEDESTRIAN BRIDGE, AND MALL ROAD INTERSECTION.

CONSTRUCT PROPOSED CURB ON THE RIGHT SIDE (EAST SIDE), NEW SIDEWALK, BUS STOP PAD, CONCRETE BLOCK WALL, AND CONCRETE PAVEMENT. SEED AND MULCH EXPOSED SOIL.



"PCB" REFERS TO "PORTABLE CONCRETE BARRIER"
"OMUTCD" REFERS TO THE "OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", CURRENT EDITION.
"SCD" REFERS TO "STANDARD CONSTRUCTION DRAWING"
"CMS" REFERS TO "CONSTRUCTION AND MATERIAL SPECIFICATION" ODOT, CURRENT EDITION.
"MOT" REFERS TO "MAINTENANCE OF TRAFFIC"

f:\Projects\694704\05_deliverables\Drawings\694704\Design\MOT\Sheets\694704MP001.dwg 16-Aug-22 10:08 AM



SIGN LEGEND

WORK AREA

DIRECTION OF TRAFFIC

DRUM

CONTRACTOR LAYDOWN AREA

THRIE BEAM BARRIER WITH SIDEWALK CLOSED SIGN R9-9-36

PEDESTRIAN DETOUR ROUTE

SIDEWALK CLOSED

WORK ZONE NOTES

1. NORTHBOUND AND SOUTHBOUND CONSTRUCTION SHALL NOT OVERLAP.

2. THE MOT FOR EACH PHASE SHALL BE INSTALLED PRIOR TO THE START OF WORK.

3. THE CONTRACTOR SHALL MAINTAIN 2 WAY TRAFFIC AT ALL INTERSECTIONS AND DRIVEWAYS WITHIN THE PROJECT LIMITS AT ALL TIMES DURING CONSTRUCTION. ORIENTATION OF THE LANES SHALL BE APPROVED BY THE ENGINEER BEFORE CONSTRUCTION BEGINS.

4. CONTRACTOR IS RESPONSIBLE FOR RETURNING THE LAYDOWN AREA TO ITS ORIGINAL CONDITION UPON COMPLETION OF WORK.

US27-BUS STOPS

MAINTENANCE OF TRAFFIC - US 27

US27-BUS STOPS

MATCHLINE - STA. 681+50

CALCULATED SCR

CHECKED MM

0509

0

10

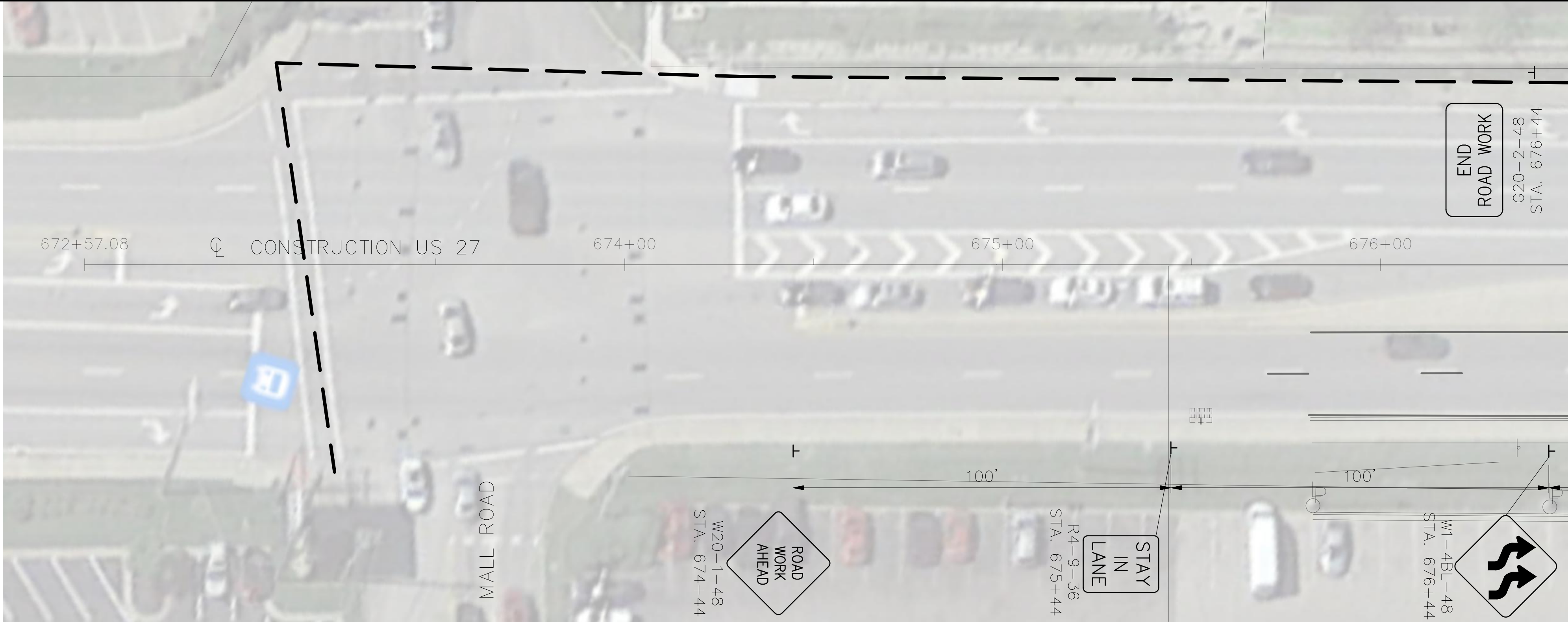
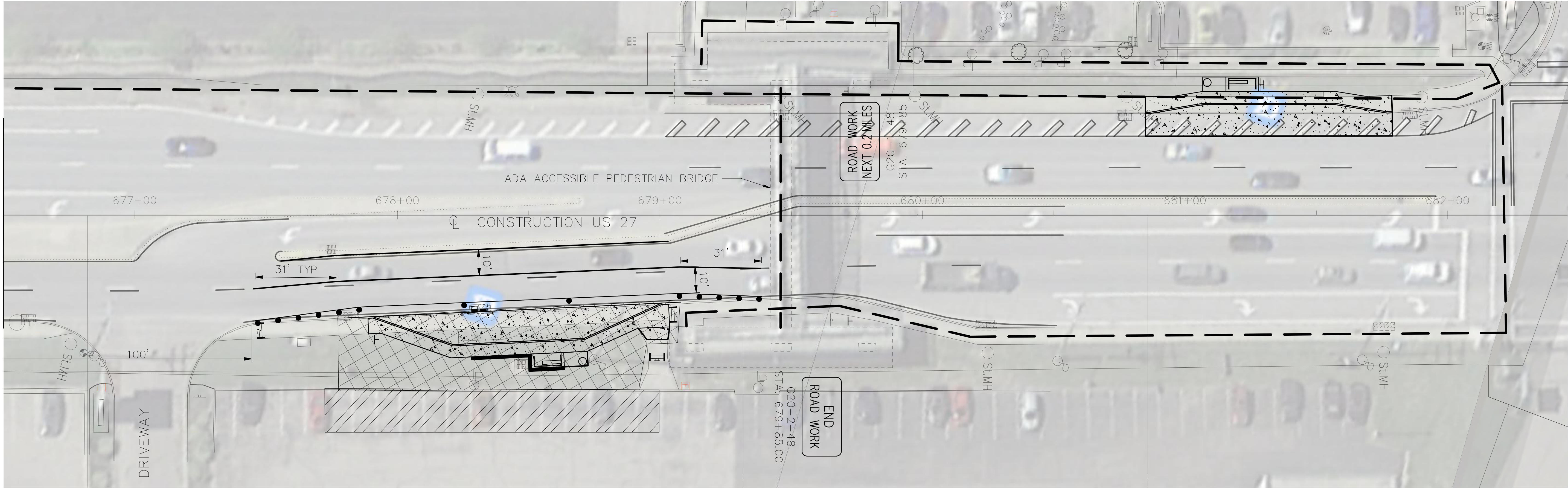
20

40

HORIZONTAL SCALE IN FEET

f:\Projects\694704\05_deliverables\Drawings\694704\Design\MOT\Sheets\694704MPO01.dwg 16-Aug-22 10:08 AM

MATCHLINE — STA. 676+50



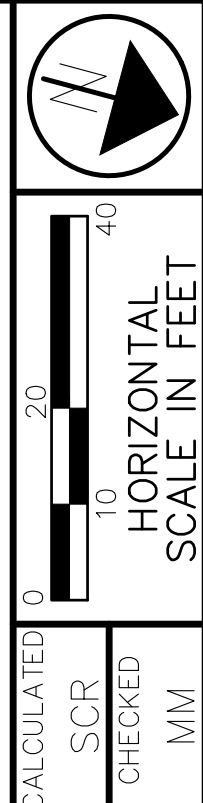
SIGN LEGEND

- | | | | | | | | |
|--|--|--|-------------------------|--|------|--|-------------------------|
| | WORK AREA | | DIRECTION OF TRAFFIC | | DRUM | | CONTRACTOR LAYDOWN AREA |
| | THREE BEAM BARRIER WITH SIDEWALK CLOSED SIGN | | PEDESTRIAN DETOUR ROUTE | | | | |
| | R9-9-36 | | | | | | |

WORK ZONE NOTES

1. NORTHBOUND AND SOUTHBOUND CONSTRUCTION SHALL NOT OVERLAP.
2. THE MOT FOR EACH PHASE SHALL BE INSTALLED PRIOR TO THE START OF WORK.
3. THE CONTRACTOR SHALL MAINTAIN 2 WAY TRAFFIC AT ALL INTERSECTIONS AND DRIVEWAYS WITHIN THE PROJECT LIMITS AT ALL TIMES DURING CONSTRUCTION. ORIENTATION OF THE LANES SHALL BE APPROVED BY THE ENGINEER BEFORE CONSTRUCTION BEGINS.
4. CONTRACTOR IS RESPONSIBLE FOR RETURNING THE LAYDOWN AREA TO ITS ORIGINAL CONDITION UPON COMPLETION OF WORK.
5. THE RIGHT LANE BETWEEN STATIONS 677+15 AND 679+85 MAY BE CLOSED PER ODOT SCD MT95.30 7/19/2019 DURING RESTRICTED HOURS WHILE WORK IS ACTIVELY BEING PERFORMED ON THE CATCH BASIN.

MATCHLINE — STA. 676+50

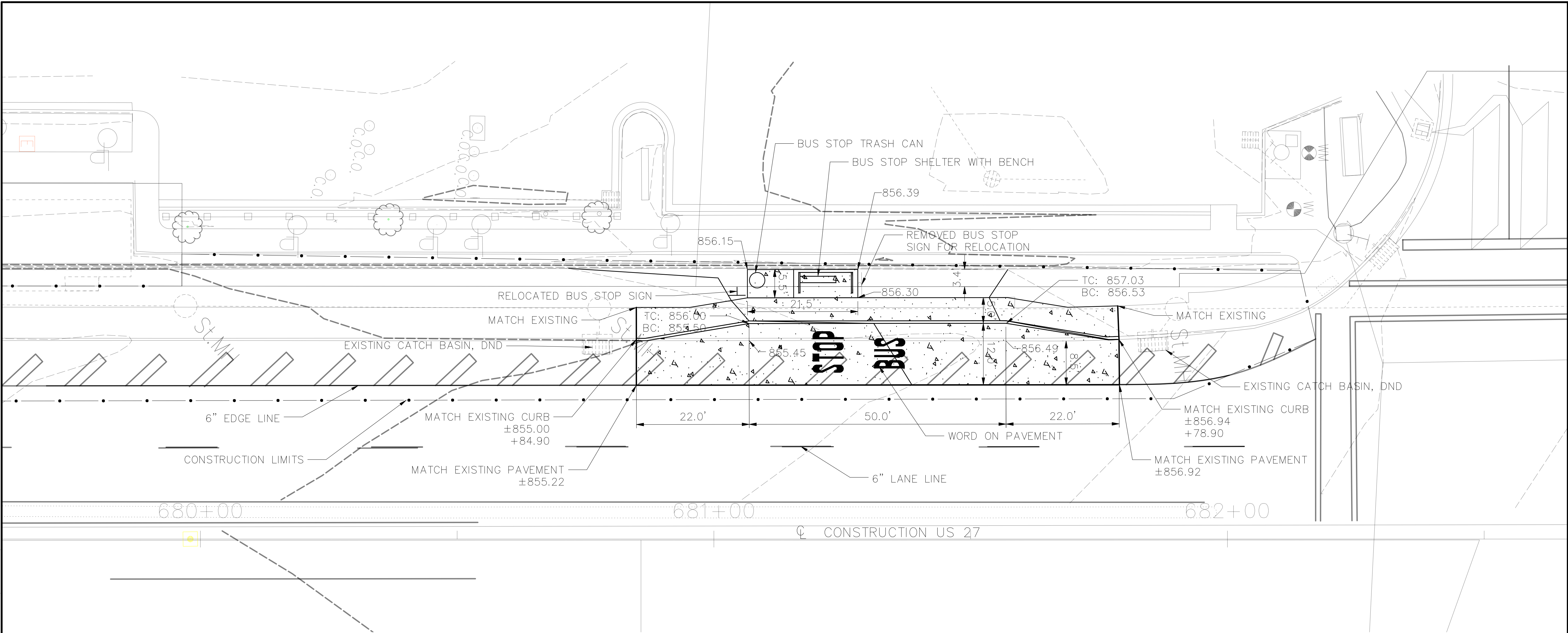


MAINTENANCE OF TRAFFIC — US 27
NORTHBOUND BUS STOP

US27—BUS STOPS

06
09

f:\Projects\694704\05_deliverables\Drawings\694704\Design\Roadway\Sheets\694704GP001.dwg, 16-Aug-22, 10:08 AM



NOTE:
MATCH EXISTING SIDEWALK AT NEAREST JOINT

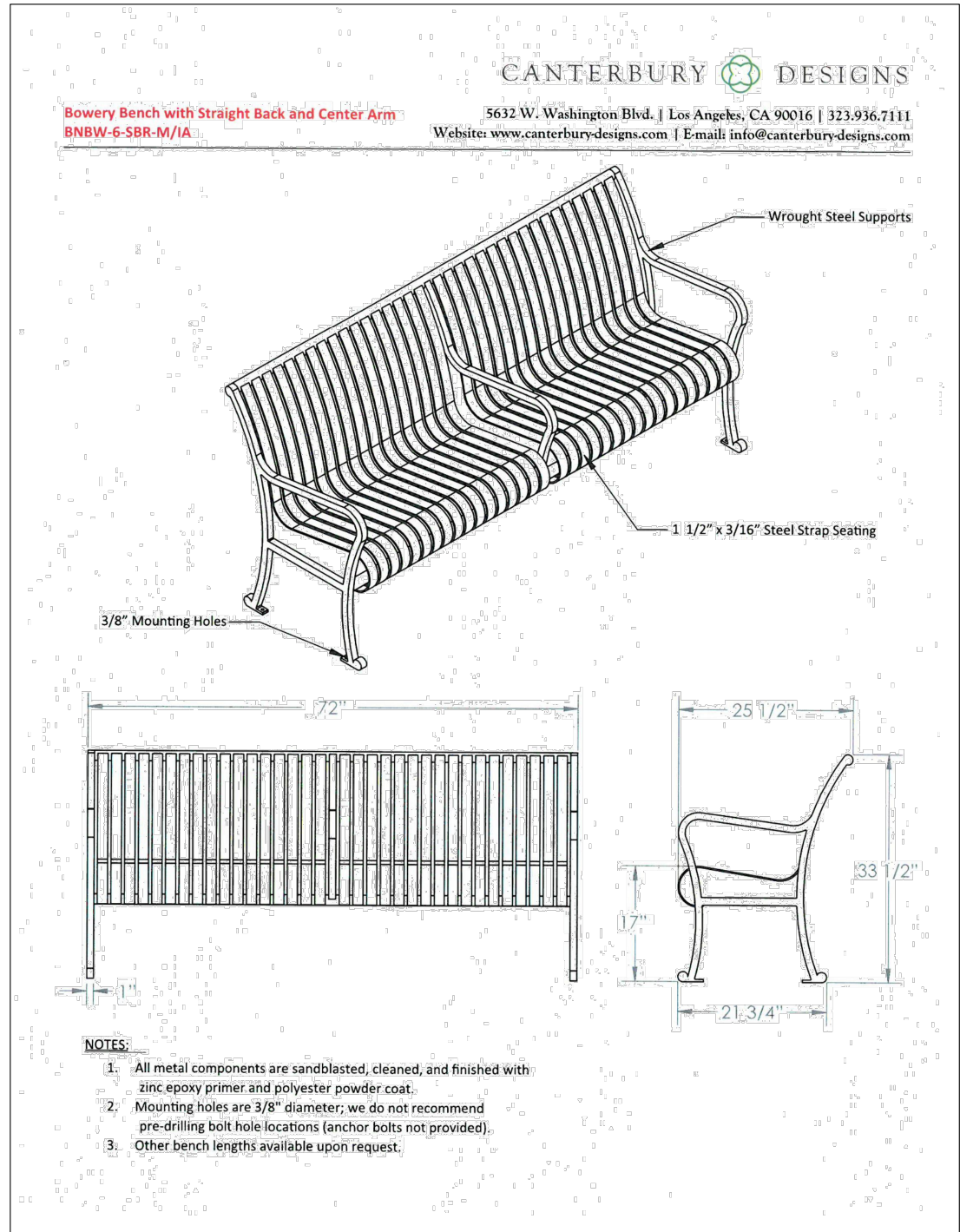
US27-BUS STOPS	PLAN VIEW - US 27		SOUTHBOUND BUS STOPS
	CALCULATED SCR	CHECKED MM	

HORIZONTAL
SCALE IN FEET

ITEM 690 – SPECIAL – BUS STOP BENCH

THIS ITEM SHALL CONSIST OF INSTALLATION OF A CANTERBURY DESIGNS BENCH (ITEM# BNBW-6-SBR-M/IA) OR APPROVED EQUAL. LOCATION OF BENCH TO BE APPROVED BY COLERAIN TOWNSHIP AND THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) PRIOR TO INSTALLATION.

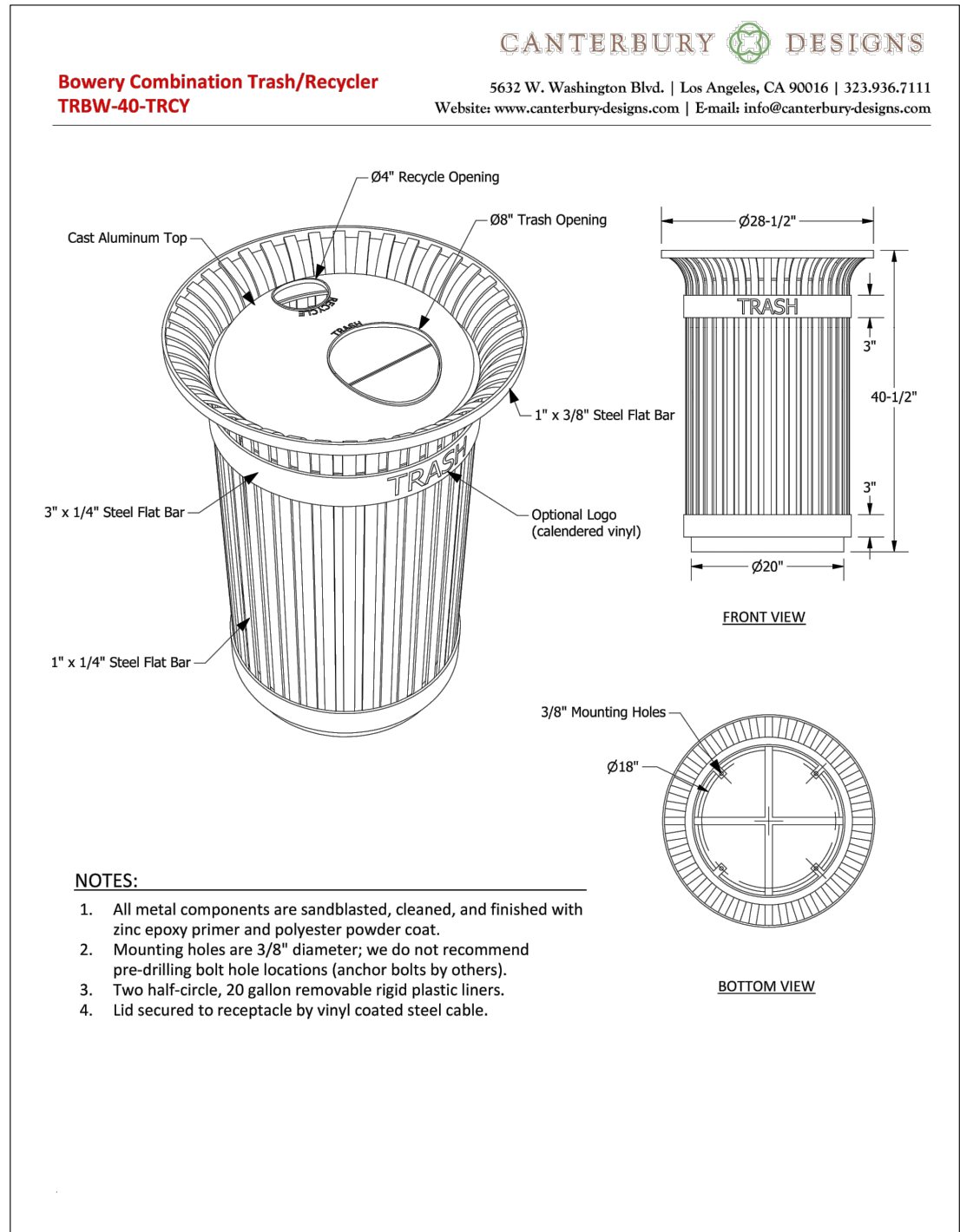
THE UNIT BID PRICE SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE WORK.



ITEM 690 – SPECIAL – TRASH RECEPTACLE

THIS ITEM SHALL CONSIST OF INSTALLATION OF A CANTERBURY DESIGNS TRASH RECEPTACLE (ITEM# TRBW-40-TRCY) OR APPROVED EQUAL. LOCATION OF TRASH RECEPTACLE TO BE APPROVED BY COLERAIN TOWNSHIP AND THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) PRIOR TO INSTALLATION.

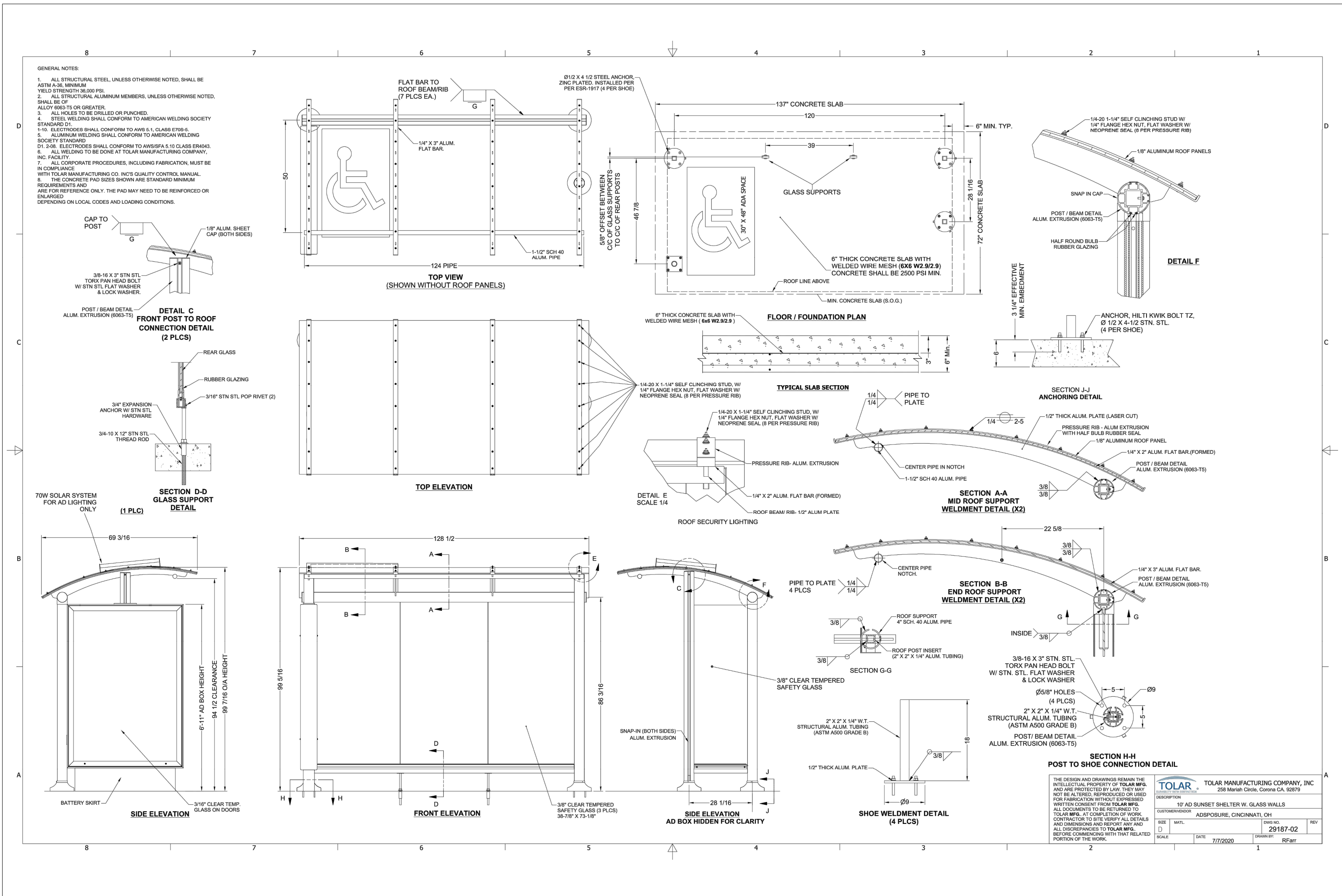
THE UNIT BID PRICE SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE WORK.



ITEM 690 – SPECIAL – BUS STOP SHELTER

THIS ITEM SHALL CONSIST OF INSTALLATION OF A TOLAR MANUFACTURING COMPANY BUS SHELTER (DRAWING#29187-02) OR APPROVED EQUAL. LOCATION OF SHELTER TO BE APPROVED BY COLERAIN TOWNSHIP AND THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) PRIOR TO INSTALLATION.

THE UNIT BID PRICE SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE WORK.



BUS STOP GENERAL NOTES AND
STANDARD CIONSTRUCTION DRAWINGS

US27-BUS STOPS

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing Township Administrator to Execute Agreement with M/I Homes for Snow and Ice Removal of Abbeytown Subdivision

Recommend ADOPTION of the Motion.

Rationale:

The developer of the Abbeytown Subdivision has requested that the Township remove snow and ice on the unaccepted streets for the subdivision that they are constructing. The attached contract would compensate the Township at a rate of 10 cents per lineal foot of snow removal for each snow event.

In prior years, the Township would execute similar contracts for subdivisions that were under construction.

**AGREEMENT FOR SNOW REMOVAL
FROM DEDICATED BUT UNACCEPTED STREETS**

THIS AGREEMENT made this ____ day of November, 2022 by and between, M/I Homes Cincinnati, LLC whose address is 9349 Waterstone Blvd, Cincinnati, OH 45249, ("Owner"), and COLERAIN TOWNSHIP BOARD OF TRUSTEES (the "Township").

WHEREAS, Owner has dedicated the following streets within Colerain Township, Hamilton County, Ohio as township streets, from which Owner desires to have the Township remove snow and ice as needed, but the same have not yet been accepted by the Hamilton County Commissioners:

SUBDIVISION NAME	STREET NAME	LINEAL FEET
Abbeytown	Abbeytown Dr	3,070

TOTAL LINEAL FEET 3,070

WHEREAS, until acceptance, Owner is responsible to keep said streets clear of snow and ice, and to bear all of the costs connected therewith; and

WHEREAS, if the Owner fails to keep the said roads clear of snow and ice, Ohio Revised Code Section 505.82 provides, among other things, that in the event of an emergency, the Township may remove ice and snow from dedicated but unaccepted streets but must give or attempt to give prior notice to the Owner, and must charge the Owner all actual costs incurred thereby; and

WHEREAS, Owner and Township recognize that the streets must be open and passable for the safety of the persons who reside thereon; and

WHEREAS, Owner and Township desire to establish an arrangement whereby the said streets can be cleared by the Township in a timely and efficient basis with costs to be charged to the Owner by the Township, without the procedures set out in Sec. 505.82, including the declaration of an emergency and prior notice to the Owner.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby requests that the Township clear ice and snow from the streets identified above, and Township hereby agrees to do so. Owner agrees to give Township a plat or print on which Owner has highlighted the streets or portions thereof to be cleared.
2. Owner authorizes the Township to enter upon said streets with its snow plow/salt trucks, and Owner agrees to keep the said streets free of debris, wires, building materials,

construction equipment, and other obstructions which could hinder or damage the Township's snow plows/salt trucks.

3. Owner releases and agrees to hold the Township harmless from any and all liability for loss of damage to the street or to structures in the street which may result from the Township's snow plow/salt trucks, including possible damage from salt and ice melting chemicals.
4. The decision as to when and if the said streets are to be plowed and/or salted and/or inspected, and the frequency thereof, shall be solely the Townships, as determined by the Township Road Superintendent and/or his employees.
5. The parties agree that FIFTEEN CENTS (\$0.10) PER LINEAL FOOT of street PER TRAVERSE (or trip) by snow plow/salt truck is a fair and reasonable charge for the services to be rendered hereunder by the Township to the Owner, and Owner agrees to pay said sum to the Township promptly upon the Township's billing therefore. In the event that Owner fails or refuses to pay the sums agreed upon hereunder, the Owner consents and agrees that the Township shall certify the unpaid charges to the Hamilton County Auditor, who shall place the charges upon a special duplicate to be collected as other taxes against the Owner's property described above, and returned to the township general fund.
6. Owner waives the notice and other formal requirements and procedures set out in Ohio Revised Code Section 505.82 relating to snow removal by the Township from Owner's streets, and reimbursement for the Township's costs incurred in connection therewith.
7. The term of this agreement is from the date written above until May 1, 2023, or until acceptance of said streets by the Hamilton County Commissioners, whichever shall occur first. Provided, nevertheless, this agreement may be terminated by either party upon written notice given to the other.
8. This document contains the entire agreement of the parties. It supersedes all prior and oral agreements and understanding of the parties, and may be amended only in writing.

WITNESS our hands on the date first written above.

COLERAIN TOWNSHIP
BOARD OF TRUSTEES

OWNER:

By: _____

By: M/I Homes of Cincinnati, LLC

ZACH TOLBEN 

Date: _____

Date: 11/10/22

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution Adopting Rental Registration and Rental Unit Maintenance Standards

Recommend ADOPTION of the Resolution.

Rationale:

The Township has evaluated the need for a rental registration program and had discussion on the program at the last few Board of Trustee meetings. Based on the feedback provided, the attached resolution has been drafted for adoption. The resolution would establish a program effective July 1, 2023 and all rental properties are required to pay a \$50 fee, at a minimum, to be registered with the Township.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 7:00 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, Matt Wahlert

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

RESOLUTION NO. ____-22

**RESOLUTION ADOPTING RENTAL REGISTRATION
AND RENTAL UNIT MAINTENANCE STANDARDS**

WHEREAS, Colerain Township constitutes a Limited Home Rule government in accordance with §504.01 of the Ohio Revised Code, vested with the powers, rights, and immunities granted therein; and,

WHEREAS, the Board of Trustees desires to protect the public health, safety, and welfare of the citizens of the incorporated area of Colerain Township and maintain a high quality of life for the citizens of the Township through the registration of landlords and establishment of rental unit standards in the Township, which is necessary for the general health, safety, and welfare of the general public.

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

SECTION 1: The Board of Trustees finds that the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

SECTION 2: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 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 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 4: That the Colerain Township Board of Trustees and/or its designee(s) will review the below-referenced fee schedule within three years of the start of collecting any fees of the below-referenced Rental Unit Registration and then review such fee schedule at least every five years thereafter.

SECTION 5: That the Colerain Township Board of Trustees adopts and implements the following regulations they believe to be in the best interests of the Township and will improve the health, safety, aesthetics, and general welfare of the Township:

ARTICLE I. RENTAL UNIT REGISTRATION AND MAINTENANCE STANDARDS

Section 1: Definitions

- A. **Apartment Community** is any parcel containing one or more buildings consisting in excess of 5 rental units.
- B. **Dwelling Unit** is a single, self-contained unit providing independent living facilities for one or more individuals and which contains eating, living, sanitary and sleeping areas.
- C. **Permanent Residence** shall mean dwelling unit accommodations offered for pay to persons for a period of one year or more.
- D. **Rental Unit** is any dwelling unit or rooming unit as defined in this resolution for let or rented for one or more individuals to reside in, held out to be let or rented as a permanent or temporary residence, or resided in by any occupant other than the owner of record.
- E. **Rooming Unit** is a single, self-contained unit providing independent living facilities for one or more individuals which contains living, sanitary, and sleeping areas only.
- F. **Temporary Residence** shall mean dwelling unit accommodations offered for pay to persons for a period of one year or less.
- G. **Zoning Inspector** shall mean the Colerain Township Zoning Administrator, or designee.

Section 2: Scope

- (A) Owners and occupants of any rental unit located in Colerain Township shall be cognizant of and comply with the responsibilities of their positions as set forth in these regulations governing landlord registration and rental unit standards. Additionally, property owners and rental unit occupants shall be cognizant of and comply with the Colerain Township Zoning Resolution, the Colerain Township Property Maintenance Code, and the Colerain Township Nuisance Property Resolution. Applying for a Rental Unit Certificate shall be deemed to be acknowledgement of, and agreement to comply with all laws, ordinances, resolutions, and statutes applicable to persons and property within Colerain Township and any violation thereof shall be a violation subject to the Penalties listed within Section 1, (A) of this Resolution.

Section 3: Responsibilities

- (A) The owner of the rental unit shall:
 - 1. Maintain it, including the interior, exterior property areas, and exterior structure, in good repair and in a safe and sanitary condition.
 - 2. Maintain in a clear and sanitary condition the shared public or common areas.
 - 3. Provide all utilities, facilities, equipment, and services required by this Resolution.
 - 4. Provide for the extermination of insects in an acceptable means not injurious to human health.
 - 5. Comply with all regulations and rules of the Township to enforce and interpret this section to include but not limited to the Colerain Township Zoning Resolution, the Colerain Township Property Maintenance Code, and all other applicable laws, ordinances, resolutions, and statutes applicable to persons and property within Colerain Township.

- (B) The occupant of the rental unit shall:
1. Keep the part of the rental unit and premises which he or she occupies, controls, or uses in a clean and sanitary condition.
 2. Dispose of all solid waste material in a clean and sanitary manner by placing it in the disposal facilities or containers provided, or to provide such facilities or containers for disposal of solid waste material when required by the owner.
 3. Keep all plumbing fixtures in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use.
 4. Exercise reasonable care in the use of designated parts of the rental and premises which he or she occupies, controls, or uses, including all parts and equipment supplied.
 5. Maintain in good and safe working order the equipment, appliances, and fixtures which he or she owns.
- (C) The Colerain Township Zoning Inspector or his/her designee is charged with the enforcement of this Home Rule Resolution including but not limited to conducting inspections and issuing notices, orders and penalties and, in so doing, acts as the authorized representative of Colerain Township.
- (D) Rental Unit Certificate
1. No owner of property nor any person, corporation or other business entity shall rent, lease or let any rental unit unless it holds an authorized Rental Unit Certificate issued by the Colerain Township Zoning Inspector which has not expired, or otherwise become null and void. Said conduct is unlawful and a violation of this Resolution. The occupation of a premises by a person other than the titled owner, combined with the fact that said owner lists a different address as his/her own in the records of the Office of the Hamilton County Auditor, shall be prima facie evidence that the premises is a rental unit being rented, leased or let.
 2. Rental Unit Certificate requests are processed in January and February of each calendar year.
 3. From March 1 through December 31 of each calendar year, a provisional Rental Unit Certificate may be requested along with receipt of a completed application and payment of the fees set forth in this section. Said provisional Certificate shall not be issued by the Colerain Township Zoning Inspector until the rental unit is found to be in compliance with the requirements of this Resolution. This can be verified by inspection or by the filing of a notarized statement of compliance by the property owner that is in a form acceptable to the Colerain Township Zoning Inspector.
 4. All applications for new Rental Unit Certificate(s), or renewal of Rental Unit Certificate(s) shall include the necessary completed application form(s) as provided by Colerain Township Zoning Department and payment of all applicable fee(s). No Certificate shall be issued unless the form is filled out entirely and payment of the required fee(s) described in Section 3, (D), (6) has been made.
 5. A Rental Unit Certificate or Provisional Certificate, if issued, is valid from the date it is issued through March 1 of the following calendar year.
 - a. Application of rental unit certificate renewal fee: If at any point within the previous calendar year, or at any time prior to the receipt of an application for a renewal of a Rental Unit Certificate, the rental unit or property is found by the Zoning Inspector to be in violation of this Resolution, the Colerain Township Zoning Resolution, the Colerain Township Property Maintenance Code, or the Colerain

Township Nuisance Property Resolution, then any Rental Unit Certificates issued upon said property may be deemed null and void, and will be required to apply for new Rental Unit Certificates and pay all applicable fines and fees prior to the Zoning Inspector issuing any Rental Unit Certificate(s).

6. The fee for a Rental Unit Certificate application received between January 1 and March 1 of any calendar year is \$50 per rental unit. For a building containing in excess of 5 rental units, or an apartment community, the fee shall be \$150 plus \$15 per unit. All applications received between March 2 and December 31 of the current calendar year, are provisional and shall be charged an additional late fee of \$20 per rental unit or \$50 per each building containing in excess of 5 rental units or an apartment community.
7. The fees for a Rental Unit Certificate that are collected from applicants in accordance with this Home Rule Resolution will be deposited into an interest bearing Rental Unit account that is hereby created and that shall only contain these fees and any interest that may accrue from time to time on such account, which shall be subject to the same restrictions as other funds in this account. The funds in this account shall be used to pay for the expenses and costs associated with implementing and enforcing this Home Rule Resolution, including, but not limited to, staff salaries and benefits, inspections, mailings, abatement and enforcement actions, and legal fees.
8. Upon the transfer of any rental unit, building containing a rental unit, or an apartment community, the new owner must update its information within thirty (30) days of the transfer being recorded with the Hamilton County Recorder. There is no additional fee to provide this update to the then-current certificate, which shall remain in effect as noted thereon. The owner must then submit a new application for a Rental Unit Certificate.

(E) Each rental unit shall, at a minimum, conform to the following standards:

1. Exterior areas shall be free of any accumulation of refuse and debris.
2. Windows shall not be cracked or broken or boarded and shall not admit moisture.
3. Exterior doors shall be free of holes and splits and shall be firmly secured with operable locking mechanism.
4. Interior premises shall be free of any accumulation of refuse and debris.
5. Interior premises shall be free of dampness or standing water that creates unsafe or unsanitary living conditions.
6. All toilets shall be in operable condition.
7. Any heating system in the rental unit shall be in operable condition.
8. Interior and exterior of the rental unit shall be free of insects, rodents, and other pests and their droppings.

(F) Inspections

1. Upon presentation of proper credentials, the Zoning Inspector and/or his/her duly authorized agents or inspectors or the Fire Chief and/or his/her duly authorized agents or inspectors may enter at reasonable times, upon request of the property owner or property renter, or at such other times as may be necessary in an emergency, any dwelling, rental unit, building, structure or premises in Colerain Township to perform any duty imposed upon him or her by this or any other Home Rule Resolution or Fire Code, provided that permission to enter is obtained from the occupant, or in the case of unoccupied property, from the owner or his or her agent.

2. If such permission is refused or is otherwise unobtainable, a search warrant shall be obtained before such entry or inspection is made, except in the case of an existing emergency in which case entry may be made by the Fire Chief or his/her duly authorized agents or inspectors at any time and no search warrant is necessary. No person shall in any way obstruct, hinder, delay or otherwise interfere with such entrance under this section.

ARTICLE II. PENALTIES, SEVERABILITY, AND EFFECTIVE DATE OF RESOLUTION

Section 1: Penalties

- (A) A violation of Article I, Section 3 (A), (B) and (E) of this Resolution shall constitute an unclassified civil misdemeanor punishable by a civil fine as follows:
 1. First Offense - \$250.00
 2. Second Offense - \$500.00
 3. Third Offense - \$750.00
 4. Fourth and Subsequent Offenses - \$1,000.00
- (B) Any rental unit or property of any rental unit found to be in violation of any portion of this Resolution the year preceding the current calendar year for which a Rental Unit Certificate is being applied for, in addition to the standard registration fee, shall pay the following fines:
 1. Single Offense - \$250.00
 2. Second Offense - \$500.00
 3. Third Offense - \$750.00
 4. Fourth and Subsequent Offenses - \$1,000.00
- (C) A violation of any other portion of this Resolution shall constitute an unclassified civil misdemeanor punishable by a civil fine as follows:
 1. First Offense - \$25.00
 2. Second Offense - \$50.00
 3. Third Offense - \$75.00
 4. Fourth and Subsequent Offenses - \$100.00

Section 2: Severability

If any paragraph, provision, or section of this Resolution is held to be invalid by the final decision of any court of competent jurisdiction, then that decision will not affect the validity of the remaining paragraphs, provisions, or sections of this Resolution. The Colerain Township Board of Trustees declares that it would have adopted this Resolution and each paragraph, provision, or section thereof despite the fact that one or more paragraphs, provisions, or sections would be declared invalid.

Section 3: Effective Date

This Resolution shall become effective July 1, 2023.

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

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

ADOPTED this ____ day of _____, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

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

First Reading: 2023 Strategic Plan and Budget Book

No action is requested of the Board.

Rationale:

This is a first reading of the 2023 Strategic Plan and Budget Book. The full book can be found online here: <https://stories.opengov.com/coleraintownshiphamiltonoh/published/hUFzt3KS6N>

Staff seeks feedback from the Board of Trustees on changes to any of the budget lines, strategic initiatives, or other information found in the budget book. _

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing the Township Administrator to Execute a Collective Bargaining Agreement with AFSCME for Public Services Employees

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township Administration has negotiated the attached Collective Bargaining Agreement with the AFSCME Union which represents employees in our Public Services Department.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COLERAIN TOWNSHIP BOARD OF
TRUSTEES
AND
AFSCME OHIO COUNCIL 8, AFL-CIO,
LOCAL 3553
COLERAIN TOWNSHIP PARKS, PUBLIC WORKS
AND SERVICE EMPLOYEES

JANUARY 1, 2023 – DECEMBER 31, 2025**

TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION	4
ARTICLE 2	PURPOSE	4
ARTICLE 3	COPIES OF AGREEMENT	4
ARTICLE 4	INTEGRITY OF AGREEMENT	4
ARTICLE 5	MANAGEMENT RIGHTS	5
ARTICLE 6	NO STRIKE/NO LOCKOUT	6
ARTICLE 7	GRIEVANCE PROCEDURE	6
ARTICLE 8	PROBATIONARY EMPLOYEES	9
ARTICLE 9	NO DISCRIMINATION	9
ARTICLE 10	PERFORMANCE EVALUATION	9
ARTICLE 11	SENIORITY	10
ARTICLE 12	LAYOFF AND RECALL	11
ARTICLE 13	DISCIPLINE	13
ARTICLE 14	JOB BIDDING	15
ARTICLE 15	DOCUMENTATION	15
ARTICLE 16	CORRESPONDENCE TO EMPLOYEES	16
ARTICLE 17	SPAN OF CONTROL	16
ARTICLE 18	LABOR/MANAGEMENT MEETING	16
ARTICLE 19	HOURS OF WORK AND OVERTIME	16
ARTICLE 20	WAGES	19
ARTICLE 21	LONGEVITY	19
ARTICLE 22	RESIDENCY	20
ARTICLE 23	TERMS & CONDITIONS FOR PAYMENT OF WAGES	21
ARTICLE 24	TRAVEL REIMBURSEMENT	21
ARTICLE 25	JURY & WITENESS DUTY	22
ARTICLE 26	HOLIDAYS	22
ARTICLE 27	VACATION	23
ARTICLE 28	UNIFORMS	24
ARTICLE 29	FUNERAL LEAVE	25
ARTICLE 30	SICK LEAVE	25
ARTICLE 31	UNION LEAVE	27
ARTICLE 32	GENERAL LEAVE OF ABSENCE	27
ARTICLE 33	LIABILITY INSURANCE	27
ARTICLE 34	PRESCRIPTION, MEDICAL & DENTAL INSURANCE	27
ARTICLE 35	LIFE INSURANCE	28
ARTICLE 36	WORKERS COMPENSATION	28
ARTICLE 37	PENSION PLAN & RETIREMENT	28
ARTICLE 38	INJURY REPORT	29
ARTICLE 39	UNION DUES CHECKOFF	29
ARTICLE 40	FAIR SHARE FEE	29
ARTICLE 41	P.E.O.P.L.E. DEDUCTION	30
ARTICLE 42	UNION ACTIVITY, VISITATION & BULLETIN BOARDS	30
ARTICLE 43	SAFETY EQUIPMENT	31
ARTICLE 44	SAFETY & FOUL WEATHER APPAREL	31
ARTICLE 45	WATER & ICE	32
ARTICLE 46	COMMERCIAL DRIVER's LICENCE	32

		PAGE
ARTICLE 47	DRUG & ALCHOHOL TESTING	33
ARTICLE 48	JOB DESCRIPTION	34
ARTICLE 49	FAMILY MEDIAL LEAVE ACT	34
ARTICLE 50	WELFARE TO WORK INITIATIVE	34
ARTICLE 51	DURATION	35
	SIGNATURES	35
APPENDIX I	SALARY SCHEDULE	36
APPENDIX II	SEVEN STANDARDS OF JUST CAUSE	37

ARTICLE 1 RECOGNITION

SECTION 1. Colerain Township Trustees recognize the American Federation of State, County and Municipal Employees, Ohio Council 8, and the American Federation of State, County and Municipal Employees, Local 3553 as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all employees of the Public Works Department including Custodian, Maintenance Worker 1 and 2, Equipment Operator, Mechanic, Foreman, Supervisor Foreman (not a Supervisor as defined in the Act), and Bus Driver (Transportation Driver), excluding all Clerical employees and all Management level employees and supervisors and casual and seasonal employees as defined in the Act.

SECTION 2. Whenever the word (Employee) is used in this contract, it shall be deemed to mean the employees in the bargaining unit covered by this contract, as defined in Section 1 of this Article.

SECTION 3. Seasonal employees are defined as employees working 210 days or less and less than 1500 hours within a calendar year. Permanent Part-Time employees work less than 1500 hours within a calendar year.

ARTICLE 2 PURPOSE

The purpose of this Agreement is to set forth the terms and conditions of employment negotiated by the parties during negotiations and to establish a peaceful procedure for the resolution of differences between the parties concerning this Agreement.

ARTICLE 3 COPIES OF AGREEMENT

A copy of the Agreement will be posted in the workplace and be sent to each union member, via their Colerain Township email address.

ARTICLE 4 INTEGRITY OF AGREEMENT

The Union and the Township acknowledge that during the negotiations which preceded this agreement each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the Union and the Township after the exercise of such opportunity are set forth in this agreement. All other areas or matters are not a part of this agreement. Therefore, unless a written provision of this agreement specifically requires otherwise, the Union and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time covered by this agreement to negotiate with the other with respect to any subject or matter raised in said negotiations but not covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, or with respect to any subject or matter not raised in said negotiations even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiations and/or the date of this Agreement was executed.

This Agreement is the entire agreement between the Union and the Township. It may be modified or amended during its term only as the result of the mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Union and the Township.

The Union and the Township further agree that the presentation, negotiation, or withdrawal of any proposal for change to the Collective Bargaining Agreement made during negotiations for this successor agreement shall be without prejudice and shall not be used as evidence as to the meaning of any provision of this successor agreement which is unchanged in these negotiations by either party.

The parties will reopen, upon the request of either party, to bargain concerning any changes in Federal or State law which affect terms and conditions of employment of the Bargaining Unit.

ARTICLE 5 MANAGEMENT RIGHTS

The parties agree that the management rights set forth in Section 4117.08 of the Ohio Revised Code are incorporated into this Agreement by reference.

Except as specifically relinquished herein, the Union recognizes the Township's right to manage its affairs and the Township retains and reserves unto itself, all rights which ordinarily vest in and are exercised by employers, except where limited by Federal or State law, without limitation, including all powers, rights, authority, duties and responsibilities conferred vest upon including but without limiting the generality of the foregoing.

SECTION 1. The right to manage its affairs efficiently and economically, including:

the right to determine the quantity, quality, frequency, provider, and type of services to be rendered to the public; including the addition or discontinuance of any services;

to determine, purchase and control the types and numbers of materials, machines, tools and equipment to be used; to select the location and type of its facilities; to carry out cost control and general improvement programs.

SECTION 2. The right to manage its personnel matters including: Hiring and setting the starting rate of pay for new employees, establish wage rates for any new or changed classification, to select and to determine and change the work schedules of employees as necessary;

to establish, change, combine or discontinue job classifications, prescribe and assign job duties, content and classification;

to establish training programs and upgrading requirements for employees within the department;

to adopt, revise and enforce reasonable working rules necessary for the maintenance of discipline; to layoff, terminate, suspend or otherwise relieve employees from duty for lack of work or other valid reasons.

SECTION 3. The right to manage its operations, including:

To establish or continue policies, practices or procedures necessary to continue services to the citizens of Colerain Township.

To determine the amount of supervision that is necessary, to determine the number and types of employees required to perform tasks and to assign work to such employees in accordance with requirements determined by management.

SECTION 4. Nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

ARTICLE 6 NO STRIKE/NO LOCKOUT

The Union agrees that there shall be no work interruptions, nor shall there be any slow-down or other interference with services, for the duration of the contract.

Management agrees that there shall be no lock-out of Union employees for the duration of this Contract.

ARTICLE 7 GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as a dispute or complaint arising between the Union or employee and employer who are parties to this contract concerning the interpretation, application, or any breach of the terms of the Agreement, including any disciplinary action.

SECTION 2. All grievances must be in writing and must contain the following information to be considered.

- A. The grievant's name and signature.
- B. The grievant's classification and department.
- C. The date the grievance was filed.
- D. The grievant's supervisor's name.
- E. As much information as possible concerning the grievance.
- F. The specific provision(s) of the contract alleged to have been violated, and:
- G. The remedy sought to resolve the grievance.

SECTION 3. It is understood that at any level of the Grievance Procedure that Management and **the** Union are entitled to an equal number of representatives.

SECTION 4. Grievances shall be processed in the following manner:

STEP 1. When the Union, an employee or group of employees feels they have a grievance, he or they and the Steward shall present the grievance in writing to his supervisor that is outside the bargaining unit within ten (10) calendar days of the date on which the grievance arose or within ten (10) calendar days of the date the employee knew or should have known of the grievable facts. The supervisor shall render a written decision within seven (7) calendar days from the date that the grievance was submitted, and shall notify the employee and his representative of the decision at the same time.

STEP 2. If the grievance is not resolved in Step 1, the employee and his representative shall submit the grievance in writing on a Union Grievance form to the Department Head within seven (7) calendar days of the supervisor's decision. The Department Head shall render a written decision within seven (7) calendar days from the date of the receipt of the grievance.

STEP 3. If the grievance is not resolved in Step 2, the employee and his representative, within seven (7) calendar days from receipt of the Department Head's response, may appeal the decision by filing written notice of the fact with the Township Administrator or his designee, requesting a hearing. The Administrator or his designee shall conduct a hearing within fourteen (14) calendar days of the receipt of the written notice of appeal, and shall render a written decision within seven (7) calendar days after the hearing, and notify the employee and his representative of said decision at the same time. If there is no Township Administrator or his designee at the time of this step appeal, then Step 3 shall be skipped in the grievance process.

STEP 4. Mediation.

If the grievance is not resolved in Step 3, the employee and his representative, within seven (7) calendar days from receipt of the Township Administrator's response or Department Head's response if Step 3 is skipped, may appeal the decision, at no cost to the Employer or the Union, to the Federal Mediation and Conciliation Service (FMCS) for Mediation.

STEP 5. Arbitration

If the grievance is not resolved in Step 4, the Union may within twenty-five (25) calendar days after the receipt of the decision of the Township Administrator submit the grievance by written notice to the Colerain Administrator or Designee for Arbitration. In the event the Union should fail to serve written notice within twenty-five (25) calendar days, the grievance shall be considered dropped.

The arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be selected by the alternate strike method, with the Union striking the first name, the Employer striking the second, and the process continuing until one person remains. That person shall be the arbitrator. The parties shall notify the arbitrator selected by joint letter. The arbitrator shall set a date and time for hearing.

The Township and the Union agree to the following policies and procedures for the arbitration of grievances.

- A. The arbitration hearing must be held within 180 calendar days of the original posting to arbitration, or the grievance shall be deemed to be resolved. Delay beyond 180 calendar days caused by the chosen arbitrator will not be grounds for waiver.

- B. The fees and expenses of the Arbitrator shall be borne equally (50%) by the Township and the Union.
- C. All decisions of the Arbitrator and all pre-arbitration grievance settlements reached by the Union and the Township shall be final, conclusive, and binding on the Township, the Union, and the Employee(s).
- D. The aggrieved employee(s), his steward, and the Local President and any witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.
- E. In the event a grievance goes to arbitration, the Arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation, violations and the applications of the provisions of this agreement.
- F. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed by the parties).

SECTION 6.

- A. If the Employer fails to answer a grievance in a timely manner, it shall be deemed a settlement on the relief requested.
- B. Any step in the Grievances Procedures outlined above may be skipped on any grievance by written mutual consent.
- C. By written mutual agreement of the parties, the time limits as set forth in the Grievance Procedure may be extended.
- D. Grievances may be initiated, within the prescribed time limits of Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred.
- E. A grievance may be withdrawn by the Union or by the employee during any step of the Grievance Procedure, and the withdrawal shall not preclude the filing of a similar grievance in the future based on a new occurrence.
- F. If an employee or his representative fails to comply with the procedure or time limits set herein, the grievance shall be considered withdrawn, and thereafter such grievance shall not be presented for consideration or be made the basis for any action under this Agreement or otherwise.
- G. In the event that a grievance is modified or amended after Step 2 of the Grievance Procedure, it will be remanded to Step 2. The Employer shall retain the right to contest the timeliness of any amendment or modification which does not arise from the facts or incident from which the original grievance arose.

SECTION 7. Any employee, charged with or under indictment for a Felony, who is not disciplined or discharged by the employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, compensatory, or holiday time during the leave. An employee found guilty by the trial court of a felony may be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor, the employee is not guilty, or charges are not pursued, the employee may be subject to discipline pursuant to the terms of this agreement. If the employee is found not guilty and the employee is not subject to discipline, the employee's lost wages and seniority will be restored. The employer shall continue to pay the employee's insurance premiums as provided for in the agreement during the unpaid leave of absence.

ARTICLE 8 PROBATIONARY EMPLOYEES

SECTION 1. New or re-hired employees shall be considered probationary for a period not to exceed three hundred and sixty five (365) calendar days (12 months). Promoted employees shall be considered probationary for a period of three hundred and sixty five (365) calendar days (12 months). If a promoted employee fails to successfully complete his/her probationary period, he/she will be reinstated to their former position. Any employee who was promoted as a result of the unsuccessful employee's promotion will be returned to their former position.

Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for full-time work.

The Employer will provide a list of new hires or re-hires to the Union within 30 days of hiring or re-hiring.

SECTION 2. During the probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 9 NO DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, religion or political affiliation. The employees shall share equally with the Employer the responsibility of enforcing this provision.

SECTION 2. Whenever the male gender is used in this agreement, it shall be construed to include male and female.

SECTION 3. Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by an employee. The Employer shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

The Union or its members shall not discriminate against an employee because of his or her decision to join or not to join the Union.

Further, the Employer agrees not to discriminate against any employee because of that employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

ARTICLE 10 PERFORMANCE EVALUATION

SECTION 1. Employees shall receive a written evaluation of their job performance annually within thirty (30) days after January 1 of each year, for the life of this contract. The employee may review his/her evaluation with the Department Head and have the right to make written objections to be included in their personnel file.

SECTION 2. Employees not receiving their written performance evaluation within the thirty (30) days after January 1 of each year, will not be denied any promotions or salary step increase.

SECTION 3. Unsatisfactory performance evaluations shall be subject to the Grievance and Arbitration Procedure.

SECTION 4. An employee given an unsatisfactory evaluation (One upon which either promotion or salary increase denial is based) shall be re-evaluated at three (3) month (90 days) intervals for the purpose of appraising the employee of his or her progress toward correcting any deficiencies or shortfalls.

ARTICLE 11 SENIORITY

SECTION 1. Definition

- a. Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the last date of hire as a permanent, full-time employee in the service with the Public Works Department.

SECTION 2. Accrual

- a. An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day, full-time, the employee reported to work.
- b. Seniority shall accrue while an employee is in a non-paid status up to twelve (12) months during the period of an approved sick leave or military absence, or according to Federal law if a greater amount of time for military leave is required, provided that the employee returns to work immediately following the expiration of such leave of absence or sick leave.

SECTION 3. Loss of Seniority

Except as otherwise provided herein, an employee's seniority shall be lost and employment terminated when he or she:

- a. terminates voluntarily.
- b. is discharged for just cause.
- c. exceeds an official authorized leave of absence.
- d. is laid off for a period of more than two (2) years.
- e. fails to notify the Employer of his or her intent to return to work on a recall from layoff, in accordance with the layoff provision of this agreement..
- f. fails to report to work for a total of three (3) consecutive days, without notifying the Employer.
- g. is absent from work in an unpaid status due to injury or illness for one (1) year as provided in paragraph 2.b of this Article.

SECTION 4. Within thirty (30) calendar days of the approval of this Agreement by the Board of Colerain Township Trustees and the Employees, the Employer shall provide the Local Union and post at each of the work facilities a seniority roster listing each employee and the date on which his or her seniority commences under this Article. Such list shall be updated, posted, and provided to the Local Union annually. The Union or the employee must notify the Department Head of any alleged error in the seniority roster within thirty (30) calendar days of the posting or such claim of error is waived.

ARTICLE 12 LAYOFF AND RECALL

SECTION 1. Grounds and Order of Layoff:

Employees may be laid off due to lack of funds or lack of work. When it becomes necessary to lay-off employees or abolish jobs (a job abolishment shall mean the permanent deletion of a position from the organization structure of the employer) because of lack of funds or lack of work, employees will be laid off in the following order:

- a. Part-time employees.
- b. Permanent employees.

During the term of this agreement, no current full-time employees as of the date of the signing of this contract will be laid off. The employer reserves the right not to fill positions of full-time employees whose employment is terminated for any reason during the term of this agreement.

SECTION 2. Order of Layoff Among Permanent Employees

Permanent Employees shall be laid off by classification in order of inverse department seniority, and inverse order of a current rating of employees determined on the basis of performance evaluations or other pertinent data pertaining to service in the class and in the department or other organizational unit involved in the layoff. If it is found that two or more persons in the organizational unit in which layoffs are to be made have equal ratings determined on the basis of performance evaluations or other pertinent data, the order of layoffs in all such cases of a tie, shall be in the inverse order of the date when an employee first entered service.

SECTION 3. Notice of Layoff

The Employer shall send the notice by certified or registered mail as soon as possible, but no less than seven calendar (7) days before the effective date of the action to the employee's last known address; or the Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action, to the employees last known address.

SECTION 4. Employees in layoff status will be given preference to fill vacant positions within the Township, if qualified. Every effort will be made to reassign employees to another position or department in lieu of layoff provided they qualify for the position. If reassigned in lieu of layoff, the employee will be compensated at the rate of pay called for in the new position. Seniority begins anew in the new position only if the position is in another department.

SECTION 5. Bumping Rights

Employee may displace (bump) the least senior employee in a lower classification in the same department provided that the employee has more seniority than the employee displaced. Classification series are set forth in Appendix 1 to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior employees in their Department. This procedure shall continue successively until the last employee in the Department has been reached and, if necessary, laid off. Employees who exercised their bumping rights to claim a job in a lower classification series will be paid the usual rate of pay for that classification at the step level corresponding to his or her number of years of seniority within that Department.

SECTION 6. Re-assignment Following Reduction in Force

- a. The parties agree that a reduction in the work force may result in the reassignment of employees to different job assignments within the Department.
- b. In the event of a conflict with this provision, the provisions of Section 3 will prevail.

SECTION 7. Recall

An employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification series, in the inverse order of their layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall, and notice of recall shall be sent to the employee by certified mail with a copy to the Union, or by hand delivery to the last available residence address if certified mail/return receipt is not received after ten (10) calendar days of mailing provided that the employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall.

The employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his or her latest mailing address.

SECTION 8. An employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment, including but not limited to whether the decision was, in fact, based on one of the grounds stated in Section 1. In any such arbitration proceeding, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments.

SECTION 9. Upon request, the Employer provide the Union with a list of bargaining unit employees by classification and date of appointment to that classification.

SECTION 10. Employees laid off pursuant to this Article shall be eligible for unemployment compensation.

SECTION 11. Employees on layoff status will be entitled to continuation of group health care benefits at the employee's expense in accordance with the provisions of current law.

ARTICLE 13 DISCIPLINE

SECTION 1. Employees may be disciplined for "just and proper cause." "Just cause" is defined by the seven standards of just cause (Appendix II).

SECTION 2. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner.

- A. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
 - 1. Verbal Admonishment (Notation to file).
 - 2. Written warning with counseling (File entry).
 - 3. Official Reprimand.
 - 4. Suspension without pay.
 - 5. Reduction in pay and position.
 - 6. Removal or discharge from employment.

SECTION 3. Whenever the Employer or their designees interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply;

- A. Employees suspected of misconduct shall be, during the preliminary investigations, apprised of the nature of the suspected misconduct as it is known at that time. Not less than forty-eight (48) hours prior to the scheduled starting time of a formal disciplinary hearing, the employees will be provided with written specifications and particulars of the charges which may be the basis for disciplinary action.

- B. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- C. The Township Administrator, or their designee, may record, with the knowledge of the party involved, preliminary investigation interviews. Formal disciplinary hearings shall be recorded. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the hearing. In the event the employee records the hearing, a copy of said recording shall be provided to the Township Administrator within forty-eight (48) hours of the close of the hearing.
- D. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at times in reasonable proximity to his shift. Disciplinary hearings held outside the employee's scheduled working hours shall be considered time worked. Those hearings held above the Administrator level will be at a no loss or gain basis.

SECTION 4. Whenever the Employer determines that an employee will be subject to discipline of suspension, reduction or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

SECTION 5. Disciplinary hearings will be conducted by the Township Administrator or their designee. The employer may be represented in the disciplinary hearing by such persons as the employer may deem necessary for the purpose of presenting the employer's position, or presenting the facts relating to the subject of the hearing. The employee may be represented at the hearing by the President of the Union and one (1) staff Representative. The employee must choose to:

- A. Appear at the hearing to present oral or written statements in their defense; or
- B. Appear at the hearing and have one chosen representative present oral or written statements in defense of the employee; or
- C. Elect in writing within 24 hours prior to the scheduled hearing to waive the opportunity to have a disciplinary hearing.
- D. Failure to elect and pursue one of these three options will be deemed as a waiver of the employee's right to the disciplinary hearing. Nothing herein shall prohibit the employee subject to the proposed discipline from individually communicating with the Administrator or their designee outside of the disciplinary hearing, at the option of the employee.

SECTION 6. At the disciplinary hearing, the Township Administrator or their designee will ask the employee or their representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses no later than 8 a.m. on the day of the hearing. Said list and notification may be made by email. It is the employee's responsibility to notify their witnesses that he or she desires their attendance at the hearing.

SECTION 7. The employer and the employee will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Administrator or their designee concluding whether or not the proposed discipline is warranted and what disciplinary action will be taken, if any. A copy of the Administrator's report will be provided to the employee within seven (7) calendar days following its preparation.

SECTION 8. Disciplinary action may be appealed through the Grievance Procedure.

ARTICLE 14 JOB BIDDING

SECTION 1. Whenever a vacant position is to be filled in the bargaining unit classification other than entry level classifications, it may be filled by promotion of an existing Department employee, if qualified. A vacant position is defined as an open position within a job classification series created by resignation, retirement, death, promotion, or release of an employee from a position. Vacant positions shall be posted within fourteen (14) calendar days of the Employer's decision to fill the vacancy.

SECTION 2. Provided the Employer decides to fill the vacancy, notice of the vacant position to be filled shall be posted by the Employer on the bulletin boards to provide current employees with reasonable opportunity to become aware of the position. The posting period shall not be less than fourteen (14) calendar days. After all bids are in, the Employer shall announce its decision within a reasonable period of time.

SECTION 3. All qualified employees within the bargaining unit may bid for the position. The selecting of an employee to fill the vacant position shall be by seniority, merit, evaluations, and other considerations as determined by the Employer. Where two (2) or more employees have the same seniority and other identical qualifications, the Employer shall make the final decision as to who gets the promotion.

SECTION 4. Employees promoted pursuant to this Article shall have the right to request reinstatement to their former position after completion of the first thirty (30) calendar days of service in the new position. They shall receive their former rate of pay and shall not lose their seniority.

SECTION 5. An employee who successfully bids for a position and subsequently requests reinstatement to their former position, may not bid another position for six (6) months after the date of reinstatement.

SECTION 6. If a vacant position is not going to be filled, the Employer shall notify the Union within five (5) calendar days of their decision not to fill the position.

SECTION 7. Upon request, the Employer shall provide a list of all persons who bid on a position to be filled to the Union within ten (10) calendar days after the position is filled.

SECTION 8. The Union shall be furnished names and addresses of all new employees hired into the bargaining unit within ten (10) calendar days after their date of hire. To ensure that a

sufficient number of employees are available to operate safely and effectively, a minimum of twelve (12) employees shall be staffed in the public works department.

ARTICLE 15 DOCUMENTATION

Upon request, all employees shall receive a copy of any document placed in their file they are required to sign other than sign-in sheets.

Employees shall be given a copy of all documentation included in their personnel file that pertains to job performance.

ARTICLE 16 CORRESPONDENCE TO EMPLOYEES

The Employer shall furnish the Union Staff Representative a copy of all correspondence that is initiated by the Employer and is presented to any employee within the bargaining unit.

ARTICLE 17 SPAN OF CONTROL

The ratio of supervision of part time employees by full time employees will not exceed four part time employees (4) to one full time employee (1). Part time employees will be assigned to a full time employee. The full-time employee assigned to supervise the part time employee will have the discretion to determine whether a part time job assignment is safe for individual work.

ARTICLE 18 LABOR/MANAGEMENT MEETING

Labor/Management Discussion Meetings: There may be quarterly labor/management meetings scheduled to discuss problems of mutual concern of the parties in the labor/management area.

The labor/management committee is to consist of no more than three (3) designated committee members and the business agent, from the Union and no more than three (3) representatives and the Department Heads from Management.

The quarterly discussion meeting of one (1) hour's duration will be set by the parties at a mutually agreeable time as follows:

Both parties shall present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union shall notify the Department Head of the names of those committee persons who will be in attendance;

The parties shall consider alternately the consecutively placed items from both lists;

The parties are encouraged to present their items expeditiously;

Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings;

The Union shall designate a Safety Coordinator from among Union personnel who shall serve as a Union member attending the labor/management meeting;

The Safety Coordinator may recommend changes to the Employer such as work methods, safety gear and equipment to improve employee safety and additions to or changes in work rules or procedures regarding employee safety.

ARTICLE 19 HOURS OF WORK AND OVERTIME

SECTION 1. It is the prerogative of Management to make changes to the work schedule as long as they are posted in advance.

The Employer reserves the right to post changes to shift or starting times within the standard work week. Each qualified employee of the bargaining unit may bid on the change and shall be selected on the basis of seniority. When adequate employees cannot be obtained through bidding, employees with the lowest seniority shall be required to perform the work hour change.

SECTION 2. The work schedule for each week shall be posted no later than seven calendar (7) days in advance. However, in emergency situations, the Township may change the work schedule by giving one working day notice. The Employer will not declare an emergency solely to avoid payment of overtime. An emergency is defined as something that cannot wait until the next scheduled workday.

SECTION 3.

A. "Standard Work Week" shall consist of two schedules, as follows:

- i. Five Day Week. The "Five Day Week" shall consist of forty (40) hours, five (5) days of eight (8) hours each. The first shift within the standard work week shall be 7:30 a.m. – 4:00 p.m. Monday through Friday. The employer may establish a second shift within the Five Day Week. The second shift within the Five Day Week shall likewise consist of forty (40) hours, five (5) days of eight (8) hours each, Monday through Friday. The standard hours of the second shift are 3:30 p.m. – 12:00 a.m.
- ii. Four Day Week. The "Four Day Week" shall consist of forty (40) hours, four (4) days of ten (10) hours each, Monday through Friday. The standard hours of the four day week are 6:30 a.m. – 5 p.m.
- iii. Scheduling During Summer. During the spring/summer months, the starting time and ending time of the Five Day Week for some employees may be changed at the discretion of the employer after consultation with the Union, to provide for an earlier starting time and earlier ending time, in order to mitigate the effects of daytime heating and humidity.

C. Shift Differential

- i. All Bargaining Unit employees assigned to a shift ending between the hours of 6:00 p.m. and midnight will receive a shift differential of thirty-five cents (\$.35) per hour in addition to their regular rate of pay.
- ii. All Bargaining Unit Employees assigned to a shift ending after midnight and before 10:00 a.m. will receive a shift differential of sixty cents (\$.60) per hour in addition to their regular rate of pay.

SECTION 4. All unscheduled hours worked in excess of eight (8) hours in any one day by an employee assigned to Five Day Week schedule, or in excess of ten (10) hours in any one day by an employee assigned to a Four Day Week schedule, or in excess of forty (40) straight time hours in one calendar week by an employee assigned to either a Five Day Week schedule or a Four Day Week schedule, shall be paid for at time and one-half (1 1/2x) the regular rate of pay.

An employee may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half hours off for each hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of eighty (80) hours at any time. Once eighty (80) hours are accumulated, the employee shall receive overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

1. Compensatory time may be taken in lieu of overtime pay. The employee shall indicate their request when reporting their time for the overtime worked.
2. Requests for taking compensatory time off must be submitted at least 24 hours in advance of the start date (excluding documented emergencies) requested and in one (1) hour minimum increments, and pre-approved by the Department Head.
3. The Department Head may schedule an employee to be off on compensatory time, so long as the scheduling does not reduce an employee's compensatory balance below twenty-four (24) hours.
4. The Department Head shall provide not less than twenty-four (24) hours-notice to an employee of an employer-scheduled compensatory time off.
5. Compensatory time off requested by an employee which has been approved and scheduled, shall not be cancelled except when unanticipated operational needs of the department would require it.
6. When an employee elects to take comp time in lieu of overtime pay for overtime hours worked on a holiday (as defined in Article 26) or on a Sunday, comp time accrual shall be calculated at the rate of two hours of comp time for each overtime hour worked.
7. At the time of reporting his or her hours, an employee may divide overtime hours worked during a single shift, between pay at the applicable rate and comp time only when the employee's total of accumulated comp time hours is twenty-four (24) hours or more. If the employee's accumulated comp time hours at the beginning of the shift in question do not total twenty-four (24), the employee nevertheless may divide overtime hours worked during the shift in question

between pay and comp time if, as a result of the Department, the employee's total accumulated comp time reached twenty-four (24) hours.

SECTION 5. Straight time hours actually worked, comp time, sick leave scheduled at least 24 hours in advance, vacation, or holidays, (in pay status) go toward the forty (40) hours break-over point for overtime purposes.

SECTION 6. Work performed on Sunday shall be compensated for at the holiday rate (2x).

SECTION 7. Overtime

a. Emergency overtime for such purposes as snow removal, emergency street repairs, etc. is an integral part of a Public Works Employee's job. They are therefore expected to maintain their availability for overtime when weather or other circumstances indicate a high probability of being called out. (snow forecasted, etc.)

b. Management shall attempt to divide overtime as equally as possible among bargaining unit employees within the Department.

c. The Township shall post a list of employees wishing to work overtime. The call-in shall be based on overtime hours worked to date. In an effort to equalize overtime, the following process will be utilized for administrative purposes only:

i. The bargaining unit employee with the lowest number of overtime hours at the end of the contract year will have their total number of hours reduced to 0.

ii. The number of hours used to reduce the lowest bargaining unit employee to 0 will be subtracted from all other bargaining unit employee's hours to establish their starting point for the year.

d. The Township shall keep lists of employees by classification and seniority. All refused overtime hours will be charged as if worked. Lists shall be posted on all work site bulletin boards January 1st of each year and the amount of overtime each employee worked shall be updated biweekly thereafter.

e. Within each Department, if overtime work is scheduled, regular bargaining unit employees shall have first priority for such overtime unless in the opinion of the Department Head considerations require the uninterrupted continuation of a particular individual on a specific job or task of completion.

ARTICLE 20 WAGES

See Appendix I of this Article, which contains the bargaining unit classifications and a salary schedule.

ARTICLE 21 LONGEVITY

SECTION 1. All bargaining unit employees will receive annual longevity payments in accordance with the following scheduled percentages based off their existing base salary as of November 30 of the year in which longevity is to be paid:

10 years or more of service: 1.50%
15 years or more of service: 2.25%
20 years or more of service: 3.00%

SECTION 2. Payment of Longevity

- (1) Longevity will be paid in a lump sum in December of each year.
- (2) In order to receive longevity payments, an employee must be on the payroll when such payment is made, except as provided herein.

SECTION 3. Death or Retirement. In the event of the death or retirement of an employee, longevity due for that year will be paid through the date of death or retirement on a prorated basis through that date. It will not be paid on any terminal pay, but will be paid as a lump sum with any earned terminal pay.

**ARTICLE 22
RESIDENCY**

Except as may be required by law or resolution of the Board, no bargaining unit employee of the Employer or applicant for employment shall be required to be a resident of Colerain Township.

Currently employed bargaining unit employees shall be exempted from any future imposed residency requirements.

**ARTICLE 23
TERMS AND CONDITIONS FOR PAYMENT OF WAGES**

SECTION 1. Wage rates are subject to negotiations between the Union and Management, and are officially set by action of Colerain Township Trustees.

SECTION 2. Pay scales include the previous rate of pay plus the agreed upon salary increases per Appendix I. Proper notification of any deferral of pay must be made to the employee to allow for processing through the established Grievance Procedure.

SECTION 3. Employees recalled from layoff will re-start at their previous rate of pay.

SECTION 4. When an employee is promoted by promotional or open exam to a classification carrying a higher pay range, their pay is fixed at the rate in his new class next higher to that he or she held in their old class.

SECTION 5. When an employee is reclassified, their compensation shall be fixed at the same rate as in their former classification, if such a rate exists; otherwise, at the next higher rate than their previous rate.

SECTION 6. When, because of physical or other infirmities, an employee is unable to perform the duties of their position, but is qualified for service in another classification, he may be

reassigned to another classification if such a position exists. However, if permitted by law and, if he desires, he or she may continue to pay their retirement at their expense, and get credit for that salary, to the extent allowable by state law.

ARTICLE 24 TRAVEL REIMBURSEMENT

Employees who travel on official Township business or travel for pre-approved training or professional development purposes shall be reimbursed for reasonable travel expenses, including air, rail or bus fares, parking, lodging and meals. Said travel must be first approved by the Township Trustees as being in the best interest of the Township. The Employer may establish maximum reimbursable limits for travel expenses.

Registration fees for conferences, seminars or other such events deemed to be in the best interest of the Township, when approved by the Trustees, shall be paid for by the Employer, either by direct payment, advancement or reimbursement.

The Colerain Township policy and reimbursement percentages will apply uniformly for any person requesting Tuition reimbursement.

The Colerain Township Trustees shall be responsible for interpreting the applications of the plan relating to pay problems which are not specifically covered by this Agreement in all instances using the principles expressed herein as a guide.

Employees who use their own personal car for Township business shall receive a travel reimbursement at the rate annually set by the Board of Trustees for Township officials. Mileage requests shall be pre-approved by the Department Director prior to use of the personal vehicle.

ARTICLE 25 JURY AND WITNESS DUTY

SECTION 1. An employee called for jury duty or subpoenaed as a witness shall be excused from scheduled work which conflicts with hours of jury service or witness service and will suffer no loss of pay provided all court pay vouchers are turned over to the Employer.

SECTION 2. All Public Works Employees who testify in court as representatives of the Township shall be paid their regular, hourly rate of pay times the number of hours required for each court appearance, but in no event shall any employee be paid less than one (1) hours pay for any court appearance.

SECTION 3. Employees who subpoena themselves to court appearances on their own behalf or who are required to appear in court during work hours because of willful wrong doings on their party may be required to use accumulated vacation time for such appearances at the discretion of the Department Head.

SECTION 4. If an employee is released from jury duty or is no longer needed as a witness by 12:00 Noon, the employee will telephone the Department for work assignment. Such employee shall have time for his/her lunch hour and a reasonable amount of time to report to work.

ARTICLE 26 HOLIDAYS

SECTION 1. After ninety (90) days of employment all full-time employees are entitled to a full day's pay for each holiday.

SECTION 2. If a holiday falls on Saturday, it will be observed on the previous Friday.

SECTION 3. If a holiday falls on Sunday, it will be observed on the following Monday.

SECTION 4. Holiday pay will not be given while an employee is on leave of absence without pay.

SECTION 5. Holiday pay will be given to an employee on sick leave, funeral leave, or vacation and will not be charged a sick or vacation day. A doctor's slip or other proof suitable to the Department Head will be required to substantiate sick days taken in conjunction with holidays.

SECTION 6. Employees working a holiday, or day celebrated as a holiday, will be compensated at two times the employee's rate of pay plus the holiday pay for all hours worked.

The following schedule of Holidays is in effect:

New Year's Day.....	January 1 st
Martin Luther King Day.....	3 rd Monday in January
President's Day.....	3 rd Monday in February
Memorial Day.....	Last Monday in May
Juneteenth Day.....	June 19 th
Independence Day.....	July 4 th
Labor Day.....	1 st Monday in September
Columbus Day.....	2 nd Monday in October
Veteran's Day.....	November 11 th
Thanksgiving Day.....	4 th Thursday in November
Christmas Day.....	December 25 th

SECTION 7. In addition to the above listed holidays, Employees will be granted two (2) personal days annually. Unused personal days as of December 31st shall be forfeited.

ARTICLE 27 VACATION

SECTION 1. Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rates for vacation is based on years of services as a full-time employee from governments and/or council of governments from Ohio, Indiana, and Kentucky. Years of service as a full-time employee with any branch of the United States Military shall also count for the vacation accrual rates. The effective date for recognizing service from other governments is for new hires on or after May 26, 2015. The effective date for recognizing service from the

Military is July 14, 2020. Vacation will be accrued with each payroll based on the years of service at the rates listed in the below table.

Years of Continuous Service	Number of Vacation Hours (per payroll)
A. 0 - 5 years	3.08 hours
B. 5 years 1 day to 10 years	4.62 hours
C. 10 years 1 day to 15 years	5.54 hours
D. 15 years 1 day to 25 years	6.77 hours
E. 25 years and one day or more years	7.70 hours

SECTION 2. To promote employee wellness, employees are encouraged to use vacation leave in the year it is earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year it is earned and therefore leave accumulation may be necessary.

SECTION 3. Employees may carry over the equivalent of one year's accrual into the next vacation year, but at no time shall they accumulate more than two (2) years vacation time.

SECTION 4. Upon separation, employees shall be paid for no more than forty (40) hours of carryover plus the current year vacation accrual at their hourly rate at the time of their separation. Any vacation in excess of the above limits is dropped and lost.

- A. Employees who are on extended leave, such as worker's compensation leave, or employees who are unable to properly take time off due to scheduling conflicts, will be able to appeal their loss of vacation time. In order to appeal the loss of vacation time, the employee must submit a request in writing to keep their vacation time within five business days after the employee's anniversary date.
 - a. An independent three-member committee shall meet to review the employee's request. This committee will consider of the Township Administrator, Human Resources Specialist, and the Department Head of the employees' department. However, if a Department Head appeals the loss of vacation time for one of their employees, the Township Assistant Administrator shall be the third member of the committee.
 - b. The committee shall meet as soon as possible after a request is submitted. This committee will hear testimony from the employee on why they should be permitted to keep their vacation time. The committee will then weigh the merits of the request and make a final recommendation to approve or deny, in full or in part, the request.

SECTION 5. Vacation Use and Scheduling

- a. Vacation time may be taken in one-hour increments.
- b. Employees must submit vacation requests in writing to their Department Head in sufficient time to allow for proper scheduling. Employees are encouraged to submit vacation requests at least 60 days before the vacation date. It shall be the responsibility of the Department Head to establish criteria for scheduling of vacation by internal policy or as directed by this agreement.

- c. Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. When two (2) or more employees put in a request for vacation on the same day, which may create a scheduling problem, then the employee with the most seniority shall prevail in their request. The Township Trustees reserve the right to alter vacation schedules in order to insure the efficient operation of the Township in time of emergency.
- d. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.
- e. The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year accrual plus forty (40) hours of carryover. Hours in excess of the forty (40) hours shall not be paid and are considered lost.

ARTICLE 28 UNIFORMS

SECTION 1. All employees are required to wear uniforms provided at all times while working. New uniforms will also be provided upon hire, and, if needed, upon re-hire. New uniforms will also be provided upon the turning in of worn uniforms in need of replacement. Employees will be required to return all Township clothing and property upon termination. Any additional apparel required by the Township will be purchased by the Township.

SECTION 2. The Township shall provide a uniform allowance annually to each full time employee in the amount of \$235, payable by January 31 of each year as part of payroll for the employee to purchase steel toed boots, winter gear, bibs and/or other non-issued uniform apparel.

ARTICLE 29 FUNERAL LEAVE

SECTION 1. In the event of death in the immediate family, an employee shall qualify for funeral leave with pay for up to five (5) consecutive work days (40 hours) for participation in out of town funeral services or for making funeral arrangements.

SECTION 2. For the purpose of this section, immediate family defined as a spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, parents or step-parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who legally stands in place of a parent.

SECTION 3. Funeral pay will be provided to accommodate absence occurring only on regularly scheduled work days at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

SECTION 4. Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor, and, if requested, the employee shall further submit proof of death or relationship.

SECTION 5. Funeral leave may be taken within seven (7) calendar days of the date of death or the date of any funeral or memorial services for a bargaining unit member's immediate family. Requests for funeral leave with pay may be split between the date of bereavement and date of memorial service at a later date as long as the total number of days does not exceed time granted by this provision.

SECTION 6. In the event of the death of a relative in other than the immediate family, as defined above, vacation or sick time may be taken for funeral purposes subject to the approval of the Department Head.

SECTION 7. Use of funeral leave will not be charged against accumulated sick leave balance.

ARTICLE 30 SICK LEAVE

SECTION 1. Crediting of Sick Leave:

Full-time employees may accrue sick leave. Sick leave credit shall be accrued at the rate of 4.6 hours for each eighty (80) hours of service, or its equivalent, in active pay status, including paid vacation and paid sick leave, but not during a leave without pay or a layoff.

SECTION 2. Uses of Sick Leave:

- a. Sick leave shall be granted to an employee only upon approval of the Department Head, subject to the Trustees or their designated agent and only for the following reasons:
 1. Illness or injury of the employee. In emergency situations, the employee may take sick time subject to the Department Head's approval, to tend to an ill or injured family member.
 2. Medical, dental or optical examination or treatment of employee.
 3. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at their job would jeopardize the health of others.
 4. Pregnancy and/or childbirth and other conditions related thereto for employees.
- b. Definition of immediate family: Mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who legally stands in place of a parent.

- c. An employee who wishes to return to work following recuperation is assured continued employment in his or her position or one of like seniority, status and pay. An employee not planning to return to work should submit a resignation or retirement letter as soon as possible to allow Township staffing needs to be appropriately met.
- d. Advancements of sick time and vacation time will not be allowed.
- e. If the reason of pregnancy causes the employee to be unable to fulfill usual duties, thus affecting the employee's productivity and efficiency, the employee or Employer may request that sick leave be initiated.
- f. Verification.
 - 1. If there is reason to believe sick leave has been improperly used, the Trustees or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.
 - 2. Employees are required to provide a doctor's note as follows: (1) when an employee is absent from work for three or more consecutive work days for reasons of illness or injury; (2) when an employee has used 80 hours of sick leave within any six-month period; and (3) upon request.
 - 3. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage falls below 80 hours for the most recent six-month period.

SECTION 3. Sick Leave Upon Termination of Employment:

Any unused sick leave up to the time of the employee's retirement or death shall be granted according to the following schedule:

For a full-time employee with tenure of at least 10 years, he/she shall be paid in cash $\frac{1}{4}$ of the value of the accrued but unused sick leave credit, but not to exceed one quarter ($\frac{1}{4}$) of 1,440 hours.

SECTION 4. Maternity leave shall be provided as set forth in the Township FMLA Policy.

**ARTICLE 31
UNION LEAVE**

SECTION 1. At the request of the Union, a leave of absence without pay shall be granted to any employee selected for the Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. Seniority shall accumulate during this leave of absence. Leave of absence may be granted for a maximum period of one (1) year, unless otherwise agreed to by the parties.

ARTICLE 32

GENERAL LEAVE OF ABSENCE

The trustees or their designated agent may grant leave without pay as they deem necessary.

ARTICLE 33 LIABILITY INSURANCE

Liability insurance shall be maintained at the current level by the Employer for all bargaining unit employees with the Employer paying total cost of said insurance, or the Employer will indemnify bargaining unit employees from liability as required by law.

ARTICLE 34 PRESCRIPTION, MEDICAL AND DENTAL INSURANCE

SECTION 1. Colerain Township shall provide to all full time bargaining unit employees comprehensive major medical/hospitalization health care insurance plans, prescription, and dental insurance plans, in effect as of the effective date of this Agreement.

SECTION 2. If it becomes necessary for the Employer to change carriers, or to change to an insurance pool arrangement, and such change would affect the benefits which were in effect on the effective date of this agreement, the Employer agrees to meet with the members of the bargaining unit prior to implementing such change.

SECTION 3. Colerain Township is to continue to provide comprehensive major medical/hospitalization health care insurance plans, prescription and dental insurance at its current level. It is also the intention of the Employer to continue the uninterrupted employment of bargaining unit members while preserving service levels to the public at an acceptable level. Recognizing that these economic considerations are inseparably intertwined, it is hereby agreed that:

- A. The employee is obligated to pay 20% of the total cost of the program for the benefits described above.
- B. In the event of a bonafide substantial hardship, the Township shall advance the employee's share of the health care deductible by payroll deduction upon execution of a repayment agreement.
- C. The Township will continue to provide MERP coverage at a maximum of \$200 for eligible employees.
- D. On August 1st of each year, the employer shall make a deposit into the participating employee's Health Saving's Account (HSA) based on the following participation:
 - 1. Employee Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from \$250 to \$3,000.
 - 2. Employee/Child Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from \$500 to \$6,000.

3. Employee/Spouse Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from \$500 to \$6,000.
 4. Family Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from \$500 to \$6,000.
- E. HSA deposits will be prorated in the year of hire based on the effective date of hire.
- F. If the annual increase in premium exceeds 10%, the parties agree to reopen negotiations to discuss only Article 34 for the purpose of cost sharing the excess premiums.

ARTICLE 35 LIFE INSURANCE

SECTION 1. The Employer will make available to bargaining unit employees on an elective basis Group Life Insurance Coverage with double indemnity, if double indemnity coverage is available at standard rates.

SECTION 2. The cost to the employee, at the employee's request, will be handled as a payroll deduction.

SECTION 3. The Employer shall provide at no cost to the full-time employee, a group life insurance policy in the amount of \$50,000.

ARTICLE 36 WORKERS COMPENSATION

SECTION 1. Employees who become disabled in the performance of their work shall have the right to file an injury claim with the Ohio Bureau of Workers Compensation.

SECTION 2. The Employer's administration shall keep the proper Workers Compensation forms available for employees.

ARTICLE 37 PENSION PLAN AND RETIREMENT

SECTION 1. Membership in the Public Employee Retirement System of Ohio is compulsory for all employees covered by this Agreement and are subject to the provision of that system.

SECTION 2. The employee's portion of PERS shall continue to be deducted by the member prior to computation of income tax.

ARTICLE 38 INJURY REPORT

In the case of on-the-job injury, a copy of the injury report will be forwarded to the Union President. It is the responsibility of the employee to notify the Township Administrator of any on-the-job injuries in writing as soon as the employee is aware of the injury.

ARTICLE 39 UNION SECURITY

SECTION 1. The Employer shall make payroll deductions from the pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

The payroll deduction shall be made bi-weekly and remitted to AFSCME monthly, by the Employer. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union monthly. Each remittance shall be accompanied by the following alphabetical lists sent to oc8dues@afscme8.org, subject line: Local 3553 pay date -/-/:-

- a. For employees for which deductions were made, the name, address and phone number of the employee and amount deducted;
- b. The name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission.
- c. For employees for which dues deductions were not made, the name, phone number, and address.

SECTION 2. Checkoff Hold Harmless

The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract.

Section 3. Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Section 4. Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement.

ARTICLE 40
INTENTIONALLY LEFT BLANK

ARTICLE 41
P.E.O.P.L.E DEDUCTION

All bargaining unit employees may have P.E.O.P.L.E. donations deducted from their pay check upon receipt of said employee's request. This requested amount deducted shall be remitted to AFSCME Ohio Council 8 in the same manner as the membership dues. This authorization may be revoked by the employee at any time by giving written notice to the Employer and the Union.

ARTICLE 42
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

SECTION 1. Upon notification to a Department Head or to the Township Administrator on the premises a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that in the opinion of the Employer, the operation will not be impaired.

SECTION 2. The Employer shall provide one bulletin board not to exceed 2' x 2' in each of the work facilities. The bulletin board shall be used for the purpose of posting proper Union notices. The parties shall agree to actual location of each board in each of the work facilities. The Employer may remove any notice posted which attacks another employee, or contains derogatory attacks upon the Employer.

SECTION 3. The Union agrees to provide the Employer with:

- a. The name, address and telephone number of the professional staff member who will act as a representative for the Union Local; and
- b. The names and positions held of the Local Union Officers.

The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

SECTION 4. Rules governing the activity of Union representatives as follows:

- a. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of their employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Employer.
- b. The Union shall not conduct Union activities in any work area without permission of Department Head or their representative.

SECTION 5. A steward or the local union president may be permitted reasonable leave with pay, to investigate and process grievances during working hours only if such investigation is not possible during off-duty time, and if the steward or local president obtains the express, prior written permission of the Employer. The steward or local president shall request written permission from the Department Head or the Township Administrator, explaining the reason why it is not possible to investigate or process the grievance during non-duty time.

SECTION 6. The Union shall select up to a total of three (3) employees to serve as negotiating committee representatives. These committee members shall be selected from each section as listed in paragraph 4 of this Article.

SECTION 7. Committee members and stewards whose attendance is required at meetings with Management scheduled, by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift.

ARTICLE 43 SAFETY OF EQUIPMENT

SECTION 1. It is agreed and understood equipment used by employees shall be in good operating condition, as determined by the supervisor after consultation with the mechanic, including all lights, safety chains, etc. If an employee in the bargaining unit feels the equipment is not suitable for use he shall immediately report it to their superior for a determination by the Department Head of whether it should be used.

There shall be no disciplinary action taken against an employee who reports an unsafe piece of equipment nor shall he or she be held responsible for its use.

ARTICLE 44 SAFETY AND FOUL WEATHER APPAREL

SECTION 1.

- a. The Employer will provide safety equipment consistent with the work requirements as determined by OSHA. If required, protective clothing such as rubber gloves, suits and boots will be furnished for protection of the eyes, skin or clothing.

Examples are: rubber gloves and rubber footwear for electrical work, face shields or goggles for grinders and air compressors, rubber aprons and gloves for meter cleaning operations or using corrosive materials for cleaning. Hard hats are to be furnished to those workers who work where falling objects are a hazard.

Since all work by personnel within the scope of this policy involves potential hazard to the eyes, feet or hands; safety lens for eyeglasses, safety shoes and non-rubber gloves are highly recommended for all employees, and will, if required, be provided by the employer.

- b. Failure by employees to properly utilize safety equipment provided by the Employer shall be cause for disciplinary action.

SECTION 2. Foul Weather Apparel:

The Employer will furnish a hat or cap, raincoat or rainsuit, knee boots or arctics or hip boots to those employees who are regularly required to work outside in inclement weather (rain or snow). Rubber knee boots, hip boots or waders or arctics will be furnished to those employees who are required to work in trench areas or other job situations which involve working in water.

SECTION 3. Administrative Authority:

That for purposes of Administration, authority is to be delegated to the Department Head for allocating and establishing levels of items detailed above.

SECTION 4. Employees are responsible for normal care and security of safety equipment. Damage or loss beyond normal wear and tear is the employee's responsibility. Items requiring repair or replacement shall be presented to immediate supervision as soon as practicable.

**ARTICLE 45
WATER AND ICE**

The Employer shall furnish water jugs to each crew at the beginning of each shift, when the temperature reaches sixty (60) degrees or higher. The Employer will also provide ice, water and drinking cups at no cost to the employees.

Depletion of on-site water supply or temporary non-availability of ice shall not constitute the basis for work stoppage.

**ARTICLE 46
COMMERCIAL DRIVER'S LICENSE**

The parties agree that pursuant to the Commercial Motor Vehicle Safety Act of 1986 (Title XII, Pub. L 99-570) and O.R.C. Section 4506, certain employees are required to obtain and retain a Commercial Driver's License (CDL) as a condition of employment.

Wherever a CDL is referred to, it is understood to mean the CDL and any required endorsements. The policy shall be applied to all current and future employees.

The Employer will provide training to those employees required by the Township to pass the Commercial Driver's License Exam. The Employer will make every reasonable effort to schedule the training during normal working hours. Employees shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

All employees will be granted time off with pay to take the knowledge and driving test. All license and testing fees including renewals will be paid by the Employer.

In order to implement this provision, the parties agree to the following:

1. The Employer will reimburse the cost of the required CDL Group License and Endorsement for those employees in positions where such licenses and endorsements are required.

2. The Employer will reimburse the fee to the skills test, if required. Where a skills test is required, the employee will be permitted to utilize the appropriate Employer vehicle.
3. Employees shall be eligible for a grant of administrative leave to take the test to obtain or renew the CDL.
4. Employees desiring to transfer, promote, bump or be recalled to a position requiring a CDL are eligible for reimbursement for obtaining the initial CDL and shall be eligible for reimbursement for renewal.
5. Any employee hired after January 1, 2017 shall be required to obtain the necessary CDL A certification before or within the expiration of their probationary period, as a condition of successful completion of their probationary period. Any employee hired prior to January 1, 2017 shall be required to maintain a Class B CDL. Employees hired prior to January 1, 2017 shall be required to obtain a Class A CDL by December 31, 2019. The costs associated with obtaining the Class A CDL will be paid for by the Employer. If an Employee is unable to obtain a CDL or loses their CDL the employer may be terminated.
6. Employees required to obtain a medical certification of fitness shall have "Examination to Determine Physical Condition of Drivers" form filed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.
7. It is the intent of the parties that Article 45 meet current requirements of Federal CDL regulations. Therefore, any mandatory requirement shall supersede present contract language.

ARTICLE 47 DRUG AND ALCOHOL TESTING

Employees may be required to take a drug or alcohol test if the Employer has a reasonable suspicion that the employee is using, consuming, or under the influence of drugs or alcohol while on the job. The Employer may request and be granted urine samples only. The Employer will not conduct random testing. The test will be performed at a reputable hospital or branch. If specimens are taken, they will be kept for a period not to exceed six (6) months.

Employees required to take a test shall suffer no loss of pay and will be supplied transportation to and from the hospital.

The Employer shall pay all costs of the required first test and the GC-MS confirmatory test. The third sample will be collected in a separate container sealed in the presence of the Employer and the Union witness who will sign the seal. The third sample shall be made available to the Union and Employer. The party requesting the third test shall pay for the test. All test results shall be treated as confidential medical records. The Union and employee will be given a copy of the results of both tests. The Union and employee shall have seventy-two (72) hours to present the Employer with different results from the test of the third sample.

The Employer will develop or subscribe to an Employee Assistance Program (EAP). Any employee, while on duty who tests positive on both tests administered by the Employer, will be directed to enroll in the EAP.

Appropriate disciplinary action may be taken against an employee who tests positive a second time after he/she has completed the EAP as recommended for that employee. Failure to follow through with the recommended program may also result in disciplinary action.

This testing plan will be implemented January 1, 1992.

ARTICLE 48 JOB DESCRIPTION

The parties agree to create a committee comprised of an equal number of members from Management and the Union to review all current job descriptions and negotiate as necessary. All unresolved items shall be submitted to binding arbitration as prescribed in Article 7, Step 6.

ARTICLE 49 FAMILY MEDICAL LEAVE ACT

SECTION 1. The Employer agrees to apply the provisions of the Family Medical Leave Act (FMLA) to all employees in the bargaining unit.

SECTION 2. An Employee taking leave to which he is entitled under the FMLA must exhaust paid leaves while on FMLA

SECTION 3. The Employer may grant additional leave time, at their discretion, when requested by the Employee. The Employee, should he continue leave time, may continue health benefits through COBRA only.

SECTION 4. Employees returning from FMLA leave shall be returned to the same or similar position within their former classification.

ARTICLE 50 WELFARE TO WORK INITIATIVE PARTICIPANTS

The welfare to work initiative shall not be implemented where bargaining unit employees have been laid off and are on a recall list. No bargaining unit position shall be eliminated, have regular hours reduced or otherwise reduced in pay as a result of any welfare to work initiatives.

Promotional opportunities shall not be affected by the use of welfare to work participants.

If the Employer shall notify the union as soon as possible before implementing the welfare to work initiative. Such notice shall include the number of individuals involved, their work locations and hours of work, a summary of types of tasks to be performed, and a description of how the individuals will be trained and supervised to perform the tasks. Upon request of the Union, the parties shall meet promptly to exchange information and discuss or negotiate to the extent required by applicable laws, or this Agreement any issues which arise as a result of welfare to work initiatives.

**ARTICLE 51
DURATION**

This agreement shall be effective at 12:01 A.M. January 1, 2023 and shall remain in full force and effect through midnight December 31, 2025.

Thereafter, it shall continue in full force and effect from year to year unless either party hereto notifies the other in writing of their intention to open the Agreement for renegotiation no earlier than one hundred twenty (120) calendar days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto their set hands on the dates indicated below.

Carolyn Park, Staff Representative

AFSCME Ohio Council 8

Date Signed: _____

Todd Bandy, Member – Local 3553

Date Signed: _____

Kraig Reiman, Member – Local 3553

Date Signed: _____

Jeff Weckbach, Township Administrator

Date Signed: _____

Geoff Payne, Member – Local 3553

Date Signed: _____

APPENDIX I (SALARY SCHEDULE)

STEP SCHEDULE			
MW Step	2023	2024	2025
0	\$21.63	\$22.28	\$22.95
1	\$22.90	\$23.58	\$24.29
2	\$23.57	\$24.27	\$25.00
3	\$24.25	\$24.97	\$25.72
4	\$25.40	\$26.16	\$26.95
5	\$26.55	\$27.35	\$28.17
6	\$27.71	\$28.54	\$29.39
7	\$28.86	\$29.73	\$30.62
8	\$30.01	\$30.91	\$31.84
9	\$32.92	\$33.91	\$34.92
LB	\$19.57	\$20.16	\$20.76
BuD	\$16.81	\$17.31	\$17.83
SF	\$37.32	\$38.44	\$39.59

*Step 0 is the initial year of hire and probationary term

**MW = Mechanic and Maintenance Worker

SECTION 1. All bargaining unit members will be paid at the hourly rates as outlined in the above chart, effective January 1, 2023 for column one (1), effective January 1, 2024 for column two (2), and January 1, 2025 for column three (3). No member of the bargaining unit hired after January 1, 2023 may be hired above or below the start of the pay chart in the column that denotes pay rates for that year. All current members of the bargaining unit shall progress through the steps each year on the anniversary of their employment with Colerain Township.

APPENDIX II – The Seven Standards of Just Cause

SECTION 1. Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

SECTION 2. Was the employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the company's business and (b) the performance that the company might properly expect of the employee?

SECTION 3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

SECTION 4. Was the employer's investigation conducted fairly and objectively?

SECTION 5. At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

SECTION 6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

SECTION 7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in their service with the company?

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, 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

Resolution Modifying Organizational Chart and Roster

Recommend ADOPTION of the Resolution.

Rationale:

Any time there is turnover in a position, the Township will evaluate the roles and responsibilities of the position against the needs of the organization. Based on this review, coupled with the applications received for the Assistant Administrator position, the best fit for the organization is to restructure to have two Assistant Administrators.

The roles and responsibilities for these positions are in the attached job descriptions. This is the first of several agenda items that will allow for the filling of these two roles.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of November, 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 ADOPTING ORGANIZATIONAL CHART MODIFICATION

WHEREAS, the Board of Trustees sets the policy direction for Colerain Township employees and residents; and;

WHEREAS, Colerain Township policy 1.3, Colerain Township Employment Process Policy, requires that the organizational chart and roster be formally adopted by the Board of Trustees; and;

WHEREAS, the attached organizational chart and roster has been modified to change the Director of Finance position to the Assistant Administrator of Finance and Development position; and;

WHEREAS, the attached organizational chart and roster has been modified to change the Assistant Administrator position to the Assistant Administrator of Engagement and Operations position; and;

WHEREAS, this position changes will enhance the overall operational effectiveness of the Township; and;

WHEREAS, any subsequent changes to the organizational chart, roster, or job descriptions shall be brought to the Board of Trustees for formal approval, prior to implementation.

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

1. The attached Organizational Chart and Roster be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were

taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That 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.

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

Trustee _____ 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 ____th day of November, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey 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 ____th day of November, 2022.

Jeffrey Baker
Colerain Township Fiscal Officer

Department	Position	Job ID #
Administration	Township Administrator	100
Administration	Assistant Township Administrator - Operations and Engagement	186
Administration	Assistant Township Administrator - Finance and Development	187
Administration	IT Director	103
Administration	Finance Specialist	104
Administration	Accounting Specialist	105
Administration	Accounting Specialist	105
Administration	Human Resources Specialist	106
Administration	Office Manager	107
Administration	Management Analyst	185
Development	Director of Development	180
Development	Development Officer	174
Administration	Management Analyst Intern	175
Administration	Communications Specialist	181
Fire & EMS	Fire Chief	108
Fire & EMS	Assistant Fire Chief of Operations	109
Fire & EMS	Assistant Fire Chief of Administration	110
Fire & EMS	Administrative Assistant	111
Fire & EMS	Division Chief (Part-time)	112
Fire & EMS	Division Chief (Part-time)	112
Fire & EMS	Reservist	113
Fire & EMS	Part Time Fire Safety Inspector	114
Fire & EMS	Reservist - Public Educator	115
Fire & EMS	Reservist - Public Educator	115
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Vehicle Fleet Manager	117
Fire & EMS	Executive Assistant	118
Fire & EMS	Fleet Mechanic Technician II	176
Fire & EMS	Fleet Mechanic Technician I	175
Fire & EMS	Part Time Fleet Mechanic Technician	119
Fire & EMS	Co-Op Fleet Mechanic Technician	120
Fire & EMS	Medical Director	121
Fire & EMS	Battalion Chief	122
Fire & EMS	Battalion Chief	122
Fire & EMS	Battalion Chief	122
Fire & EMS	Captain - Emergency Medical Services	123
Fire & EMS	Captain - Community Risk Reduction	124
Fire & EMS	Captain - Training & Education	125
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126

Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Development	Zoning Administrator	179
Police	Code Enforcement Officer	133
Police	Code Enforcement Specialist	167
Police	Environmental Enforcement Officer	183
Police	Police Chief	136
Police	Commander	138
Police	Commander	138

Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Environmental Crimes Investigator	172
Police	Public Safety Administrative Assistant	148
Police	Civilian Supervisor	149
Police	Accreditation Manager	150
Police	Property Room Manager	151
Police	Impound Lot Clerk	182
Police	Police Clerk	152
Police	Police Clerk	152
Police	Police Clerk	152
Police	Police Clerk	152
Police	School Safety Officer	153
Police	School Safety Officer	153
Police	School Safety Officer	153
Police	Police Clerk (PT)	154
Police	Police Clerk (PT)	154
Police	Chaplain	155
Public Services	Assistant Director of Public Services	184
Public Services	Event Coordinator	157
Public Services	Facility Manager	158
Public Services	Supervisor Foreman	159
Public Services	Supervisor Foreman	159
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Bus Driver	161

Public Services	Event Setup Worker	162
Public Services	Event Setup Worker	162
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Director - Summer Camp	164
Public Services	Assistant Director - Summer Camp	165
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Litter Pick Up Laborer	171
Public Services	Litter Pick Up Laborer	171
Public Services	Litter Pick Up Laborer	171

ORGANIZATION CHART



Jeff Baker
FISCAL OFFICER



TRUSTEES

Cathy Ulrich



Daniel Unger



Matt Wahler



Jeff Weckbach
ADMINISTRATOR



Tiphannie Mays
ASSISTANT
ADMINISTRATOR



Jeff McElravy
ASSISTANT
ADMINISTRATOR



Tawanna Molter
ASSISTANT
PUBLIC SERVICES
DIRECTOR



David Miller
DEVELOPMENT
DIRECTOR

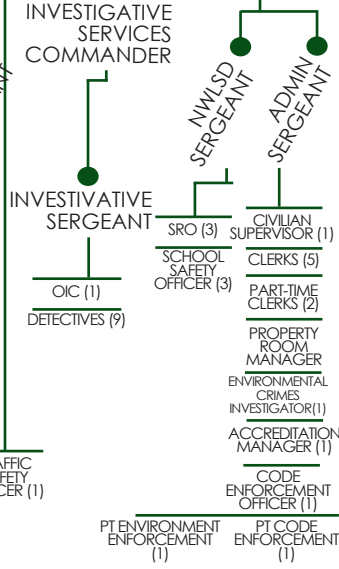
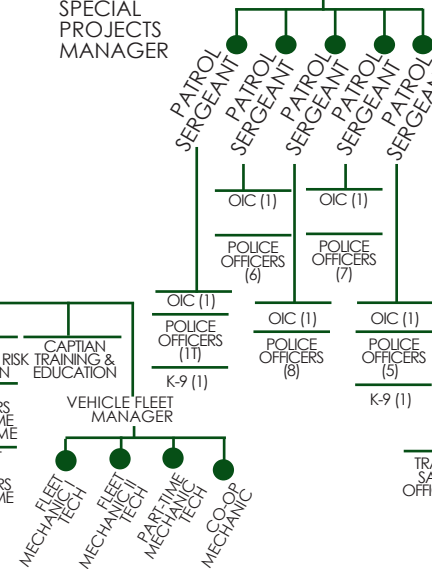
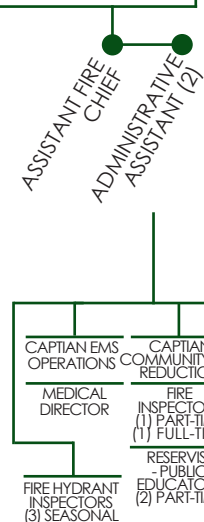
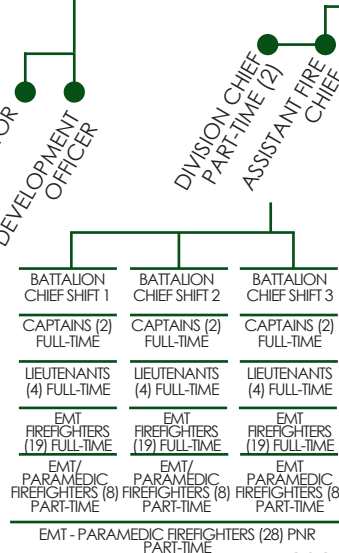
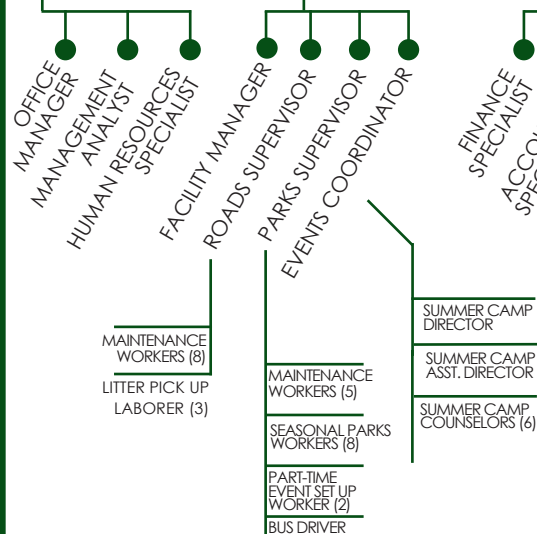


Allen Walls
FIRE CHIEF



Ed Cordie
POLICE CHIEF

COMMUNICATIONS
SPECIALIST



POSITION TITLE	STATUS
Assistant Township Administrator – Finance & Development	Full Time - Exempt
REPORTS TO	Salary Range:
Township Administrator	\$92,000 - \$117,000
SUPERVISES	Minimum Education:
Dev. Dir., Finance Specialist, Accounting Specialist, IT Dir.	Bachelor's Degree

PURPOSE:

The responsibilities of the Assistant Township Administrator of Finance and Development consist of highly specialized administrative and managerial oversight of finance operations, development operations (such as the attraction, retention, and expansion of business and housing), and other duties as required by the Township Administrator.

SCOPE:

Duties of the position are performed under the general direction of the Township Administrator. In the absence of the Township Administrator, the Assistant Township Administrator may assume the Administrator's requisite duties. This person will plan, organize, coordinate, and direct financial activities related to the management of Colerain Township Administration. Under direction of the Township Administrator, this position will manage the Township's financial activities according to the rules of the Ohio Revised Code, and assist the Township Administrator and Department Heads with a variety of financial management matters, including payroll, accounts receivable, accounts payable, budget/forecast, risk/insurance, benefits administration and information technology. This position also requires a thorough knowledge of development incentives, and the ability to work independently to drive business and housing growth that meets the policy goals of the Board of Trustees.

ESSENTIALS ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Assists the Administrator with economic development efforts of the Township.
- Receives and responds to general residents' complaints.
- Aids businesses in the knowledge and conformance with access management plans as dictated by the Ohio Department of Transportation and the Colerain Corridor Plan.
- Formulates operating budgets for various general services, economic development, recycling incentive and special grant funds and, subsequently, participates in the budget review process.
- Attends and participates in various organizations that promote development in the Colerain Township area.
- May act as representative on behalf of the Township Administrator at meetings or conferences.
- May act as a liaison between civic groups and township administration.
- May assist in the preparation and processing of grant applications.
- Ability to coach and mentor subordinate employees in the specialized fields of public safety, zoning, public services, parks administration, and other services; comfortable and confident in offering constructive feedback and identifying opportunities for improvement.
- Assists in the development of the Township's strategic plan.
- Assists the Administrator with the development of and presentation of recommendations for the Board of Trustees.
- Direct and oversee all the financial activities of the Township including preparation of current financial reports as well as summaries and forecast for future Township growth or decline and general economic outlook.
- Obtain and analyze financial information in order to forecast business, industry, economic and governmental trends as a basis for making investment decisions.

POSITION TITLE	STATUS
Assistant Township Administrator – Finance & Development	Full Time - Exempt
REPORTS TO	Salary Range:
Township Administrator	\$92,000 - \$117,000
SUPERVISES	Minimum Education:
Dev. Dir., Finance Specialist, Accounting Specialist, IT Dir.	Bachelor's Degree

- Performs quantitative analysis required for the strategic planning for the Township operations and the Township's investments.
- Coordinate and review with Fiscal Officer all accounting functions and financial statements in a timely fashion.
- Directs the preparation of all financial reports.
- Oversees the Finance Department, assists the Administrator and the Board of Trustees in budget preparation, and audit functions.
- Confers with Administrator to coordinate and prioritize financial planning to include pinpointing opportunities and areas that need reorganizing, and staffing level evaluations.
- Prepares long-term and short term strategic financial planning.
- Studies and recognizes long-range trends and projects the Township's financial needs for operations and capital improvements against projected revenues.
- Maintains close relations with approved bankers, brokers, and other professionals within the financial and business communities to maximize the quality and available investment opportunities.
- Insures the integrity of the financial functions of the Township.
- Reconciles daily/monthly cash flow statements and reconciles to monthly bank statements.
- Reconciles payroll including entering of new employees.
- Assist Fiscal Officer in managing all facets of the township accounting and financial management system consistent with township policy, generally accepted governmental accounting and financial reporting principles and procedures in the Ohio Revised Code.
- Serve as the primary Liaison to the Colerain Township Fiscal Officer to make certain the duties of the office are carried out in a timely and efficient manner, including oversight of the accounts payable function and ensuring all Township obligations are paid in a timely manner.
- Participate as a member of the Colerain Township Health Care Review Committee that partner to direct and plan the selection of Health Care providers to maintain health care to employees in the most cost effective manner.
- Supervise staff of the Colerain Township Finance Department.
- Review, analyze and recommend improvements for the accounting and payroll software to improve accuracy, efficiency, internal control, and timeliness and customer relations.
- Review, analyze and assist in the implementation and control of purchasing and inventory systems.
- Oversee and assist in the preparation of an Annual General Financial Report according to Governmental General Accepted Accounting Principles, linking management objectives to financial obligations.
- Assist in the preparation of the annual township tax budget, temporary and permanent appropriation resolutions, and capital improvement plans; plan and coordinate appropriation adjustments as needed.
- Oversee and assist in the forecasting of revenues and expenditures on a quarterly or project basis.
- Ensure departmental budgets are followed and assist in training department personnel in financial systems and principals.

POSITION TITLE	STATUS
Assistant Township Administrator – Finance & Development	Full Time - Exempt
REPORTS TO	Salary Range:
Township Administrator	\$92,000 - \$117,000
SUPERVISES	Minimum Education:
Dev. Dir., Finance Specialist, Accounting Specialist, IT Dir.	Bachelor's Degree

- Consult with the Township Trustees and Township Administrator for recommendations for re-appropriation of needed funds.
- Monitor the lighting district budgets and certified assessments with Hamilton County to ensure proper payment of lighting obligations.
- Provide for the disbursement of all funds from the township treasury.
- Maintain a system of internal control over expenditures in compliance with state law and coordinate all required audits as necessary with the Fiscal Officer.
- Maintain accounting for fixed assets, including the sale of obsolete assets through online auctions.
- Develop both short and long-term policy recommendations to meet financial and service obligations of the Township in light of funding from State and Federal Government sources.
- Assist the Township Administrator/Economic Development Director with Tax Increment Financing Bonds and Project accounts for compliance with the ORC.
- Develop ideas and proposals that improve production, organizational performance, or result in cost or timesaving for the department.
- Assist the Township Administrator/Economic Development Director in the coordination of land values with the Hamilton County Auditor's Office to make certain historical TIF values and tax increments are collected and dispersed correctly.
- Perform in depth cash flow analysis based upon the Hamilton County Auditor's estimated tax revenue in terms of expenditures for operating budgets, reserves and capital improvements budgets.
- Assist in the preparation and processing monetary match for Colerain Township grant applications.
- Assist the Township Administrator and Law Director in all monetary matters for collective bargaining agreements, specifically, to model the long-range financial implications of all proposals and counter-proposals.
- Special projects as assigned.

**CRITICAL SKILLS /
EXPERTISE:**

- Requires strength in inter-personal skills as well as the ability to work independently.
- Must possess leadership skills and knowledge of current strategies related to government financial management.
- Ability to develop and maintain working relationships with associates, superiors and public.
- Ability to read, analyze, and interpret general financial/business periodicals, professional journals, technical procedures, or governmental regulations and other professional topic related documents.
- Ability to prepare reports and business correspondence.
- Ability to effectively present information and respond to questions from groups, employees, and the public.
- Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of basic algebra and geometry.
- Ability to calculate figures and amounts and to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

POSITION TITLE	STATUS
Assistant Township Administrator – Finance & Development	Full Time - Exempt
REPORTS TO	Salary Range:
Township Administrator	\$92,000 - \$117,000
SUPERVISES	Minimum Education:
Dev. Dir., Finance Specialist, Accounting Specialist, IT Dir.	Bachelor's Degree

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Strong analytical and financial modeling skills, with the ability to derive key insights from financial and operational data, prepare complex analytical financial reports, and communicate insights and solutions to the Administrator, Board of Trustees, and other appointed officials in a summarized and lucid manner.
- Must have strong communication skills, both written and oral.
- Must have sophisticated and professional presentation skills, with the ability to assimilate extensive information into meaningful business cases and effective presentations.
- Ability to structure, prioritize, and manage multiple complex projects.
- Must be a self-starter, demonstrating strong initiative, and exhibiting a high energy level in order to quickly generate results.
- Must be highly imaginative, able to create structure from concept, taking ideas and crystallizing conclusions with little, if any, supervision. Able to make connections between previously unrelated notions.
- Ability to establish and maintain harmonious working relationships with department heads, subordinates, and elected officials.
- Thorough knowledge of accounting & finance procedural best practices, and standard office and accounting systems and software.
- Ability to plan, organize and direct the work of subordinate employees in the specialized fields of accounting, purchasing, and goal setting.
- Ability to conduct him/herself in accordance with the highest ethical standards, both on and off duty.
- Ability to maintain an acceptable level of competence, professionalism, and ability to ensure duties are performed as outlined in this job description.
- Must be available for service at all times in case of special needs or emergencies.
- Ability to establish and maintain cordial and effective working relationships with other employees, township officials, civic groups, and the general public.
- Broad working knowledge of the principals, practices and techniques of economic development, human resources, and general public management.
- Work scheduled hours, arriving promptly for duty when scheduled.
- Ability to maintain acceptable standards of conduct.
- Ability to get along with other employees.
- Ability to refrain from abusive and threatening conduct toward co-workers.
- Ability to maintain the confidence and trust of peers, superiors and general citizenry.
- Must be self-disciplined, self-motivated and work independently of direct supervision.
- Graduation from an accredited college or university with a baccalaureate degree in public administration, business administration or another related field with three years of experience in local government administration. Master's degree in public administration, business administration or another related field preferred.

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENT:**



POSITION TITLE Assistant Township Administrator – Finance & Development	STATUS Full Time - Exempt
REPORTS TO Township Administrator	Salary Range: \$92,000 - \$117,000
SUPERVISES Dev. Dir., Finance Specialist, Accounting Specialist, IT Dir.	Minimum Education: Bachelor's Degree

Any equivalent combination of experience and training that provides the essential knowledge, skills and abilities required to be successful in this role will also be considered.

**PHYSICAL & MENTAL
REQUIREMENT:**

The employee must be able to lift and/or move varying amounts of weight, depending upon the task. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a sitting/standing position for long periods.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

POSITION TITLE	STATUS
Assistant Township Administrator – Operations/Engagement	Full time - Exempt
REPORTS TO	Salary Range:
Township Administrator	\$92,000 - \$117,000
SUPERVISES	Minimum Education:
Director of PS, Management analyst, Office Manager, & HR	Bachelor's Degree

PURPOSE:

The responsibilities of the Assistant Township Administrator of Operations and Engagement consist of highly specialized administrative and managerial oversight of solid waste management, human resources, coordination of technology improvements, safety compliance, grant administration, and other duties as required by the Township Administrator.

SCOPE:

Duties of the position are performed under the general direction of the Township Administrator. In the absence of the Township Administrator, the Assistant Township Administrator may assume the Administrator's requisite duties. This position requires a thorough knowledge of technology issues, safety regulations, human resources, and public management concepts.

ESSENTIALS ROLES & RESPONSIBILITIES:

May include, but not limited to the following:

- Receives and responds to general residents' complaints.
- Serves as secondary negotiator for Collective Bargaining.
- Oversees grievances for Administration and assigned departments before the level of Township Administrator / Trustee.
- Responsible for the formation, setup, and distribution of the Township's e-newsletter.
- Periodically reviews and revises personnel policies and procedures and aids the township administrator in pre-disciplinary hearing investigations.
- Oversees compliance with storm water EPA Phase II guidelines and the hazard mitigation projects in the community.
- May act as representative on behalf of the Township Administrator at meetings or conferences.
- Works with the Fiscal Officer to ensure that records requests are filled in a timely manner.
- May act as a liaison between civic groups and township administration.
- May assist in the preparation and processing of grant applications.
- Responds to citizen inquiries on various Township contracts, including solid waste, electric aggregation, and gas aggregation.
- Oversees the high level implementation of human resources department, including the implementation of various human resources initiatives.
- Coordinates indigent burials/cremations for the Township.
- Provides high level support and guidance to department heads on various personnel policies and issues.
- Ability to coach and mentor subordinate employees in the specialized fields of public safety, zoning, public services, parks administration, and other services; comfortable and confident in offering constructive feedback and identifying opportunities for improvement.
- Assists in the development of the Township's strategic plan.
- Responsible for evaluating and developing various data dashboards and analytics for internal and external use.
- Oversees the implementation of various IT projects, including the Township website.
- Responsible for the successful implementation of several large scale community events and projects throughout the year.
- Oversees capital projects on behalf of Colerain Township including, but not limited to, sidewalk construction.
- Responsible for the development of the Township's capital improvement budget.

POSITION TITLE	STATUS
Assistant Township Administrator – Operations/Engagement	Full time - Exempt
REPORTS TO	Salary Range:
Township Administrator	\$92,000 - \$117,000
SUPERVISES	Minimum Education:
Director of PS, Management analyst, Office Manager, & HR	Bachelor's Degree

- Works collaboratively with the Township administrator to development engagement initiatives and to drive citizen participation.
- Assists the Administrator with the development of and presentation of recommendations for the Board of Trustees.
- Special projects as assigned.

**CRITICAL SKILLS /
EXPERTISE:**

- Requires strength in inter-personal skills as well as the ability to work independently.
- Must possess leadership skills and knowledge of current strategies related to government financial management.
- Ability to develop and maintain working relationships with associates, superiors and public.
- Ability to read, analyze, and interpret general financial/business periodicals, professional journals, technical procedures, or governmental regulations and other professional topic related documents.
- Ability to prepare reports and business correspondence.
- Ability to effectively present information and respond to questions from groups, employees, and the public.
- Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of basic algebra and geometry.
- Ability to calculate figures and amounts and to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Strong analytical and financial modeling skills, with the ability to derive key insights from financial and operational data, prepare complex analytical financial reports, and communicate insights and solutions to the Administrator, Board of Trustees, and other appointed officials in a summarized and lucid manner.
- Must have strong communication skills, both written and oral.
- Must have sophisticated and professional presentation skills, with the ability to assimilate extensive information into meaningful business cases and effective presentations.
- Ability to structure, prioritize, and manage multiple complex projects.
- Must be a self-starter, demonstrating strong initiative, and exhibiting a high energy level in order to quickly generate results.
- Must be highly imaginative, able to create structure from concept, taking ideas and crystallizing conclusions with little, if any, supervision. Able to make connections between previously unrelated notions.
- Ability to establish and maintain harmonious working relationships with department heads, subordinates, and elected officials.
- Thorough knowledge of accounting & finance procedural best practices, and standard office and accounting systems and software.
- Ability to plan, organize and direct the work of subordinate employees in the specialized fields of accounting, purchasing, and goal setting.
- Ability to conduct him/herself in accordance with the highest ethical standards, both on and off duty.
- Ability to maintain an acceptable level of competence, professionalism, and ability to



POSITION TITLE	STATUS
Assistant Township Administrator – Operations/Engagement	Full time - Exempt
REPORTS TO	Salary Range:
Township Administrator	\$92,000 - \$117,000
SUPERVISES	Minimum Education:
Director of PS, Management analyst, Office Manager, & HR	Bachelor's Degree

ensure duties are performed as outlined in this job description.

- Must be available for service at all times in case of special needs or emergencies.
- Ability to establish and maintain cordial and effective working relationships with other employees, township officials, civic groups, and the general public.
- Broad working knowledge of the principals, practices and techniques of economic development, human resources, and general public management.
- Work scheduled hours, arriving promptly for duty when scheduled.
- Ability to maintain acceptable standards of conduct.
- Ability to get along with other employees.
- Ability to refrain from abusive and threatening conduct toward co-workers.
- Ability to maintain the confidence and trust of peers, superiors and general citizenry.
- Must be self-disciplined, self-motivated and work independently of direct supervision.

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENT:**

Graduation from an accredited college or university with a baccalaureate degree in public administration, business administration or another related field with three years of experience in local government administration. Master's degree in public administration, business administration or another related field preferred. Any equivalent combination of experience and training that provides the essential knowledge, skills and abilities required to be successful in this role will also be considered.

**PHYSICAL & MENTAL
REQUIREMENT:**

The employee must be able to lift and/or move varying amounts of weight, depending upon the task at hand. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a sitting/standing position for long periods.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing the Township Administrator to Enter into an Employment Agreement- Jeff McElravy
Recommend ADOPTION of the Motion.

Rationale:

The Township conducted a thorough outreach and interview process to fill the role of Assistant Administrator. Candidates interviewed with staff, leadership, and the Board of Trustees. Two candidates emerged as the best choices to fill the position, Tiphonie Mays and Jeff McElravy.

A previous item on this agenda amends the organizational chart to allow for two Assistant Administrators. Ms. Mays and Mr. McElravy would serve under identical contracts through December 31, 2024. Both would receive a salary of \$110,011.20.

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated _____ is entered into between the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as the “Board” or “Trustees” and Jeffrey McElravy, hereinafter sometimes referred to as “Employee”.

WITNESSETH:

WHEREAS, the Board desires to employ the services of the Employee as Assistant Administrator of Colerain Township; and

WHEREAS, Employee desires to accept employment as Assistant Administrator of Colerain Township.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The Board hereby employs the Employee as Assistant Administrator of Colerain Township to perform all duties as specified by law and resolution and to perform such other duties as assigned by the Administrator. The Employee is normally expected to maintain office hours from 8:00 a.m. to 4:30 p.m., Monday through Friday. The Employee is normally expected to attend all meetings of the Board of Trustees.

Section 2. Term

The term of this agreement shall begin on November 21, 2022 and shall remain in effect until December 31, 2024 unless sooner terminated pursuant to Section 3 of this Agreement. The provisions of Section 3(A) of this Agreement do not apply in the event the Agreement expires by its terms. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2024, they shall exercise best efforts to discuss terms during the period beginning 90 days prior to the termination date, and enter into a revised Agreement consistent with such discussions. If the Board fails to reach an agreement in a negotiation 90 days prior to the termination date, this agreement and subsequent renewed agreements will be considered to be renewed for an additional two year term.

Section 3. Termination and Severance Pay

A. In the event Employee is terminated by the Board before the expiration of the term of this agreement, without just cause, and during such time that Employee is willing and able to perform his duties under this agreement, the Board agrees to continue to pay Employee’s salary for a period of six (6) months after the date of termination and to continue health insurance coverage for a period of six (6) months (or in the event Employer is not able to maintain Employee’s health insurance coverage pursuant to the terms of the plan, then Employer shall pay to Employee for a period of six (6) months the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee as provided under the plan), plus the cash value of any accrued vacation time. The parties agree that the within severance pay provision shall constitute Employee’s sole and exclusive remedy for the breach of this

agreement.

B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the severance sum set forth in Section 3.A.

C. In the event that the Board refuses, at any time during the term of this agreement, following written notice, to comply with any provision benefiting Employee herein, or Employee resigns following a suggestion by the Board that he resign, then the Employee may, at his option, be deemed to be “terminated without just cause” at the date of such refusal to comply, or suggestion within the meaning and context of the severance pay provision herein contained. The Employer expects the Employee to adhere to the highest professional standards. The Employee’s actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Ohio. The ICMA Code of Ethics can be found on the ICMA website, icma.org. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit. Requests by members of the Board that violate these ethics may be grounds to be “terminated without just cause.” Employee shall consult with the Township Law Director prior to any determination being made that any violation of the aforementioned ethics constitutes grounds to be “terminated without just cause.” Additionally, the Board shall have ten (10) days to correct and/or address such issue which is communicated by Employee.

D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board twenty-one (21) days’ notice in advance, unless the parties agree otherwise in writing. In the event Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3(A) hereof.

E. For the purposes of Section 3. hereof, “just cause” shall mean incompetence, inefficiency, dishonesty, drunkenness, criminal or immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, any breach of employee’s duties under this agreement or any other act of misfeasance, malfeasance or nonfeasance in office as determined by a majority of the Trustees.

Section 4. Compensation

The Employee’s existing pay on execution of this contract shall be \$52.89 per hour for forty hours per week, equivalent to a salary of \$110,011.20 annually. The Board agrees to pay Employee for his services rendered pursuant hereto on a bi-weekly basis at the same time as

other employees of the Board are paid. Said annual compensation shall be reviewed annually by the Board of Trustees, on or about January 1st of each year and Employee will be eligible for merit-based increases. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time.

In the event that the Employee assumes the role of “Acting Administrator” due to the termination of employment of the existing Township Administrator, the Employee will be automatically compensated at a rate equal to that of the prior Administrator, including all related benefits. This compensation change will remain in effect for the duration of the period serving as “Acting Administrator.”

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, vacation, personal, and sick leave, as provided in the Colerain Township Employee Personnel Policies. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. If the Employee is unable to use vacation time to stay within the Board of Trustees policy for vacation accrual limits, the Employee shall be entitled to receive a cash payment for lost vacation hours commensurate with the Employee’s current hourly rate of pay. In addition, the employer will continue to pick up and pay 50% of the employee’s contribution to PERS to be treated as a fringe benefit.

Section 6. Mileage Reimbursement

The Township will pay mileage for business related purposes at the Standard Mileage Rate set by the United States Internal Revenue Service.

Section 7. Indemnification

The Board shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the reasonable performance of Employee’s duties as Assistant Administrator.

Section 8. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 9. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and

effect to the extent reasonable in light of the abrogated provisions.

Section 10. Review

The Board and Employee shall exercise best efforts to review Employee's performance hereunder not less frequently than annually during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of ____ 2020.

Employee

BOARD OF TRUSTEES

By: _____

Jeffrey McElravy

Cathy Ulrich

By: _____

Dan Unger

By: _____

Matthew Wahlert

Prepared by and approved as to form:

Larry Barbieri, Law Director

Scott Sollmann, Assistant Law Director

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing the Administrator to Enter into an Employment Agreement- Tiphane Mays
Recommend ADOPTION of the Motion.

Rationale:

The Township conducted a thorough outreach and interview process to fill the role of Assistant Administrator. Candidates interviewed with staff, leadership, and the Board of Trustees. Two candidates emerged as the best choices to fill the position, Tiphane Mays and Jeff McElravy.

A previous item on this agenda was to amend the organizational chart to allow for two Assistant Administrators. Ms. Mays and Mr. McElravy would serve under identical contracts through December 31, 2024. Both would receive a salary of \$110,011.20.

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated _____ is entered into between the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as the “Board” or “Trustees” and Tiphonie Mays., hereinafter sometimes referred to as “Employee”.

WITNESSETH:

WHEREAS, the Board desires to employ the services of the Employee as Assistant Administrator of Colerain Township; and

WHEREAS, Employee desires to accept employment as Assistant Administrator of Colerain Township.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The Board hereby employs the Employee as Assistant Administrator of Colerain Township to perform all duties as specified by law and resolution and to perform such other duties as assigned by the Administrator. The Employee is normally expected to maintain office hours from 8:00 a.m. to 4:30 p.m., Monday through Friday. The Employee is normally expected to attend all meetings of the Board of Trustees.

Section 2. Term

The term of this agreement shall begin on November 21, 2022 and shall remain in effect until December 31, 2024 unless sooner terminated pursuant to Section 3 of this Agreement. The provisions of Section 3(A) of this Agreement do not apply in the event the Agreement expires by its terms. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2024, they shall exercise best efforts to discuss terms during the period beginning 90 days prior to the termination date, and enter into a revised Agreement consistent with such discussions. If the Board fails to reach an agreement in a negotiation 90 days prior to the termination date, this agreement and subsequent renewed agreements will be considered to renewed for an additional two year term.

Section 3. Termination and Severance Pay

A. In the event Employee is terminated by the Board before the expiration of the term of this agreement, without just cause, and during such time that Employee is willing and able to perform his duties under this agreement, the Board agrees to continue to pay Employee’s salary for a period of six (6) months after the date of termination and to continue health insurance coverage for a period of six (6) months (or in the event Employer is not able to maintain Employee’s health insurance coverage pursuant to the terms of the plan, then Employer shall pay to Employee for a period of six (6) months the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee as provided under the plan), plus the cash value of any accrued vacation time. The parties agree that the within severance pay provision shall constitute Employee’s sole and exclusive remedy for the breach of this

agreement.

B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the severance sum set forth in Section 3.A.

C. In the event that the Board refuses, at any time during the term of this agreement, following written notice, to comply with any provision benefiting Employee herein, or Employee resigns following a suggestion by the Board that he resign, then the Employee may, at his option, be deemed to be “terminated without just cause” at the date of such refusal to comply, or suggestion within the meaning and context of the severance pay provision herein contained. The Employer expects the Employee to adhere to the highest professional standards. The Employee’s actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Ohio. The ICMA Code of Ethics can be found on the ICMA website, icma.org. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit. Requests by members of the Board that violate these ethics may be grounds to be “terminated without just cause.” Employee shall consult with the Township Law Director prior to any determination being made that any violation of the aforementioned ethics constitutes grounds to be “terminated without just cause.” Additionally, the Board shall have ten (10) days to correct and/or address such issue which is communicated by Employee.

D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board twenty-one (21) days’ notice in advance, unless the parties agree otherwise in writing. In the event Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3(A) hereof.

E. For the purposes of Section 3. hereof, “just cause” shall mean incompetence, inefficiency, dishonesty, drunkenness, criminal or immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, any breach of employee’s duties under this agreement or any other act of misfeasance, malfeasance or nonfeasance in office as determined by a majority of the Trustees.

Section 4. Compensation

The Employee’s existing pay on execution of this contract shall be \$52.89 per hour for forty hours per week, equivalent to a salary of \$110,011.20 annually. The Board agrees to pay Employee for his services rendered pursuant hereto on a bi-weekly basis at the same time as

other employees of the Board are paid. Said annual compensation shall be reviewed annually by the Board of Trustees, on or about January 1st of each year and Employee will be eligible for merit-based increases. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time.

In the event that the Employee assumes the role of “Acting Administrator” due to the termination of employment of the existing Township Administrator, the Employee will be automatically compensated at a rate equal to that of the prior Administrator, including all related benefits. This compensation change will remain in effect for the duration of the period serving as “Acting Administrator.”

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, vacation, personal, and sick leave, as provided in the Colerain Township Employee Personnel Policies. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. If the Employee is unable to use vacation time to stay within the Board of Trustees policy for vacation accrual limits, the Employee shall be entitled to receive a cash payment for lost vacation hours commensurate with the Employee’s current hourly rate of pay. In addition, the employer will continue to pick up and pay 50% of the employee’s contribution to PERS to be treated as a fringe benefit.

Section 6. Mileage Reimbursement

The Township will pay mileage for business related purposes at the Standard Mileage Rate set by the United States Internal Revenue Service.

Section 7. Indemnification

The Board shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the reasonable performance of Employee’s duties as Assistant Administrator.

Section 8. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 9. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and

effect to the extent reasonable in light of the abrogated provisions.

Section 10. Review

The Board and Employee shall exercise best efforts to review Employee's performance hereunder not less frequently than annually during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of ____ 2020.

Employee

BOARD OF TRUSTEES

By: _____

Tiphanie Mays

Cathy Ulrich

By: _____

Dan Unger

By: _____

Matthew Wahlert

Prepared by and approved as to form:

Larry Barbieri, Law Director
Scott Sollmann, Assistant Law Director

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution - OPERS Pick up - Assistant Administrator

Recommend ADOPTION of the Resolution.

Rationale:

Per the employment agreements with Tiphannie Mays and Jeff McElravy, and consistent with the employment agreement for the prior Assistant Administrator, Colerain is required to adopt this resolution to allow for the pickup of 50% of the employees' OPERS contribution.

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

Cathy Ulrich, Dan Unger, Matt Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____-22

RESOLUTION THAT COLERAIN TOWNSHIP WILL PICK UP THE STATUTORILY REQUIRED CONTRIBUTION TO THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR THE ASSISTANT TOWNSHIP ADMINISTRATOR PURSUANT TO IRC SECTION 414(h)(2)

WHEREAS, pursuant to federal and Ohio laws, Colerain Township may offset future salary increases and “pick up” (assume and pay) the contributions statutorily required by such elected officials and covered employees to the Ohio Public Employees Retirement System (OPERS) and such individuals will not be required to pay federal and state income taxes on such contributions.

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

1. Effective November 21, 2022, five percent (5%) of half of the amount of the statutorily required employees’ contributions to OPERS shall be picked up and paid as a fringe benefit by Colerain Township for the Assistant Township Administrator of Finance and Development and the Assistant Township Administrator of Engagement and Operations. The pick-up shall be an offset against future salary increases. This “pick up” by Colerain Township shall be designated as public employee contributions and shall be in lieu of contributions to OPERS by the Assistant Township Administrators. No person subject to this “pick up” shall have the option of choosing to receive the statutorily required contribution to OPERS directly instead of having it “picked up” by Colerain Township or of being excluded from the “pick up”. Colerain Township shall, in reporting and making remittance to OPERS, report that the public employees’ contribution for each person subject to this “pick up” has been made as provided by the statute. Therefore, contributions, although designated as employee contributions, are employer-paid, and employees do not have the option to receive the contributions directly. All contributions are paid by the employer directly to the plan.

2. Under the fringe-benefit method of employer pick up, salary is not modified; however, the employer will pay the employees’ statutorily required contribution to OPERS.

3. The Fiscal Officer is hereby authorized and directed to implement the provisions of this resolution to institute the “pick up” of the statutorily required contributions to OPERS for the

Township Assistant Administrators so as to enable them to have their employee contributions paid by their employer.

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 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

5. That this resolution is subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

7. This Resolution shall take effect on the earliest date permitted by law.

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 15th day of November, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Scott Sollmann
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 15th day of November, 2022.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

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

Motion to Authorize the Administrator to Enter into a Services Agreement with Zix

Recommend ADOPTION of the Motion.

Rationale:

Authorizing the Administrator to Enter into this Service Agreement will allow the Township to continue to use Microsoft Office 365 through October 2023.

Document No.: Q-81844-20221101-2129

Version #:Q-81844 - 3

2711 North Haskell Ave, #2200
Dallas, TX 75204
Phone: (214) 370-2170

Bill to:

Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251
US

Ship to:

Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251
US

Billing Contact Information

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

Technical Contact Information

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

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

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

Date: October 3, 2022
Expires On: November 18, 2022
Payment Terms: Net 30
Email Domains: colerain.org

Acct Exec.: Victoria Butters
Order Type: Renewal

Product	Qty / No. of Users	Term (mos.)	Sales Price	Extended Price
Microsoft 365 Business Standard, Annual	31	12	\$142.50	\$4,417.50
NCE				
Microsoft 365 Business Basic, Annual	248	12	\$68.40	\$16,963.20
NCE				
Microsoft 365 Backup Bundle, Annual	30	12	\$36.00	\$1,080.00
Visio Online Plan 1, Annual	5	12	\$60.00	\$300.00
NCE				
Total:				\$22,760.70

Total: \$22,760.70

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

1 Payment Schedule:

First Year Total	\$22,760.70
Grand Total	\$22,760.70

2 Special Terms:**3 Invoicing & Payment:**

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

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

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

Carbonite services: If you subscribe for any Carbonite services comprised in the Services, including (without limitation) Carbonite Endpoint ("Carbonite Services") then you are subject to the terms set out here <https://www.carbonite.com/terms-of-use/carbonite-general-enterprise-terms-of-service>, as such may be amended from time to time ("Carbonite Terms"), which you agree to by your use of the Carbonite Services. In the event of any conflict between this Services Agreement and the Carbonite Terms, the Carbonite Terms shall prevail.

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

A. ☐ Invoice sales tax to Customer.

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

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

ZixCorp Systems, Inc.	Colerain Township
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Donation - Department of Fire and EMS - \$200.00 - Anonymous resident

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a \$200.00 donation from an anonymous resident in appreciation for fire and ems services (Kroger gift card).



CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Donation Acceptance - Administration - From Meijer - \$100

Recommend approval of all consent items.

Rationale:

Colerain Township Administration is grateful for a \$100 donation from Meijer to support the annual employee appreciation luncheon.

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

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

New Hire - Part-time Firefighter/Paramedic - Department of Fire and EMS - Jachyn "Jake" Laney - \$16.41 per hour

Rationale:

The position of Part-Time Firefighter/Paramedic was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Jachyn "Jake" Laney.

The wage for this job is \$16.41 per hour and the applicant will work less than 30 hours per week. Contingent upon Board approval, he would be eligible to begin work on November 27, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 11/15/2022

Job Code: 130- PT Firefighter Position Number: 2405- PT Firefighter

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Jachyn Laney

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: ~~July 10, 2022~~ ^{Nov. 16, 22} Eligibility Date: ~~July 10, 2022~~ ^{Nov 16, 2022}

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Paramedic

Department Head Name: Allen Walls

Signature: Allen Walls

Date: June 21, 2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

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

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: July 10, 2022

Administrator Signature: [Signature] Date: 11/10/22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Mueller

Interview dates: May 8th, 2022

Number of applications: 5

Number of candidates interviewed: 5