

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - January 10, 2023

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 Newly Promoted Employees
 - b. Retirement Proclamation – Assistant Fire Chief Greg Brown

7. **Citizens Address**

8. **Administrative Reports**

9. **Trustees' Report**

10. **New Business**

Public Safety

- a. Resolution Declaring Nuisance and Ordering Abatement
- b. Resolution Declaring a Junk Motor Vehicle - 2716 Brampton Drive
- c. Resolution Declaring a Junk Motor Vehicle - 2968 Compton Rd.
- d. Resolution Declaring a Junk Motor Vehicle - 3104 Sovereign Dr.
- e. Resolution Declaring a Junk Motor Vehicle - 9757 Yuba Ct
- f. Resolution Declaring a Junk Motor Vehicle - 9936 Loralinda Dr.

Public Services

- a. Resolution for Construction of Sidewalks in Colerain Township by ODOT
- b. Motion to Issue Request for Proposals for Fort Colerain Phase III
- c. Motion Authorizing the Township Administrator to execute a contract with Tri-State Concrete Construction Inc. for the Colerain Avenue Bus Pull Offs
- d. Motion Authorizing Township Administrator to Execute Agreement with D. R. Horton for Snow and Ice Removal of Crosley Meadows Subdivision.

Development

- a. Discussion & Potential Action - Demolition of 4519 Poole Road

TRUSTEES

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- b. Motion for Request for Proposals regarding Demolition of Buildings that have become unsafe, insecure and unfit for human habitation

Administration

- a. Performance and Compensation Review of Township Administrator
- b. Motion Authorizing Township Administrator to Execute Collective Bargaining Agreement with AFSCME for Part Time Firefighters
- c. Resolution Authorizing the Adoption of Amended Appropriations and Amending the 2023 Strategic Plan and Budget
- d. Resolution Adopting Gift Policy
- e. Motion to Set Special Meeting of the Board of Trustees for February 14, 2023 at 6PM - Work Session on Capital Reserve

11. Old Business

- a. Discussion - FLOCK

12. Consent Items

- a. Contract - Cellebrite - Police Subscription - \$4,880 - One Year Term
- b. Contract - Hamilton County Board of Elections - Election Day Rentals - \$0
- c. Services Agreement- Zix- Visio Online Plan 2- \$555- One Year
- d. Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - \$2,065.87
- e. Donation Acceptance - Department of Fire and EMS - Dineshkumar P. Prajapati - \$500.00
- f. Donation Acceptance – Police Department – Cincinnati Moose Lodge #2 - \$2,065.87
- g. Donation Acceptance - Police Department - Hair Max Beauty Supply Northgate - \$50.00
- h. New Hire - Recruit - Department of Fire and EMS - \$14.50 per hour.
- i. New Hire - Police Officer - Police Department - Brandon Wilson - \$37.50/hour
- j. New Hire - Police Cadet - Police Department - Caleb Grote - \$15.00

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 Newly Promoted Employees

No action is requested of the Board.

Rationale:

Introduce and administer the Oath-of-Office to the department's newest Career Firefighter:

- Shane McNally

Introduce and administer the Oath-of-Office to the department's newest Assistant Chief of Operations:

- Shane Packer

Both were approved for promotion during the December 13, 2022 Board Meeting.

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Retirement Proclamation – Assistant Fire Chief Greg Brown

No action is requested of the Board.

Rationale:

Recognize retired Assistant Fire Chief Greg Brown after nearly 37 years of service to the community.

**PROCLAMATION FOR
ASSISTANT FIRE CHIEF GREGORY A. BROWN
FOR HIS YEARS OF DEDICATED SERVICE
TO COLERAIN TOWNSHIP, OHIO**



Whereas Assistant Fire Chief Gregory A. Brown was hired on May 13th of 1986, as an employee of the Colerain Township Department of Fire and Emergency Medical Services; and

Whereas Assistant Fire Chief Gregory A. Brown has demonstrated professionalism, allegiance, service, commitment, and excellence through his contributions as a firefighter, emergency medical technician paramedic, lieutenant, captain, division chief, battalion chief, assistant chief, leader, mentor, colleague, and friend during his tenure with the Department; and

Whereas Assistant Fire Chief Gregory A. Brown retired on December 16th of 2022, after nearly 37 years of commendable dedication to providing fire protection, emergency medical, and community risk reduction services to the Colerain Township community.

Therefore, be it resolved, that the Colerain Township Board of Trustees recognizes Assistant Fire Chief Gregory A. Brown as an outstanding employee and that he contributed greatly to our community during his long tenure of public service.

Be it further resolved that in recognition of all that Assistant Fire Chief Gregory A. Brown has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, January 10th, 2023, as a special day of recognition for Greg Brown to acknowledge his contributions to our community and wish him continued success in retirement.

Cathy Ulrich
Trustee

Daniel Unger
Trustee

Matt Wahlert
Trustee

Jeffrey D. Baker
Fiscal Officer

Date: January 10th, 2023

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie

Strategic Plan Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter,
Goal: & 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:

3876 Poole Rd	510-0192-0003-00
10116 Windswept Ln	510-0113-0059-00
2516 West Galbraith Rd	510-0061-0416-00
9631 Pippin Rd	510-0052-0020-00
9449 Loralinda Dr	510-0052-0653-00
3318 Niagara St	510-0102-0030-00
3332 West Galbraith Rd	510-0090-0054-00
3345 Niagara St	510-0102-0070-00
3348 Niagara St	510-0102-0035-00
3075 Aries Ct	510-0054-0114-00
3207 Struble Rd	510-0113-0001-00
9739 Sacramento St	510-0051-0125-00
3154 Lapland Dr	510-0070-0092-00
2557 Niagara St	510-0051-0343-00
2404 Schon Dr	510-0044-0062-00
6749 Memory Ln	510-0074-0249-00
8863 Planet Dr	510-0062-0079-00
2844 Crest Rd	510-0024-0315-00
3248 Rinda Ln	510-0081-0091-00
9108 Neil Dr	510-0053-0285-00
2678 Cornwall Dr	510-0053-0363-00
7248 Boleyn Dr	510-0083-0489-00

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 ____ day of _____, 2023, 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>
3876 Poole Rd	510-0192-0003-00
10116 Windswept Ln	510-0113-0059-00
2516 West Galbraith Rd	510-0061-0416-00
9631 Pippin Rd	510-0052-0020-00
9449 Loralinda Dr	510-0052-0653-00
3318 Niagara St	510-0102-0030-00
3332 West Galbraith Rd	510-0090-0054-00
3345 Niagara St	510-0102-0070-00
3348 Niagara St	510-0102-0035-00
3075 Aries Ct	510-0054-0114-00
3207 Struble Rd	510-0113-0001-00
9739 Sacramento St	510-0051-0125-00
3154 Lapland Dr	510-0070-0092-00
2557 Niagara St	510-0051-0343-00
2404 Schon Dr	510-0044-0062-00
6749 Memory Ln	510-0074-0249-00
8863 Planet Dr	510-0062-0079-00
2844 Crest Rd	510-0024-0315-00
3248 Rinda Ln	510-0081-0091-00
9108 Neil Dr	510-0053-0285-00
2678 Cornwall Dr	510-0053-0363-00
7248 Boleyn Dr	510-0083-0489-00

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.

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.

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 ____ day of _____, 2023.

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:

Scott A. Sollmann (0081467)
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 _____, 2023.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 2716 Brampton Drive
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:

2716 Brampton Drive. Cincinnati, OH 45251

1. **(OH) GTV4147, 2009, White, Dodge, Journey**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 2023 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.: _____-23

RESOLUTION DECLARING VEHICLE LOCATED AT 2716 Brampton Drive.
Cincinnati, OH 45251– Parcel ID 510-0043-0239-00
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 **2716 Brampton Drive. Cincinnati, OH 45251– Parcel ID 510-0043-0239-00**

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 **2716 Brampton Drive. Cincinnati, OH 45251– Parcel ID 510-0043-0239-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) GTV4147, 2009, White, Dodge, Journey

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 _____, 2023.

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:

Scott A. Sollmann (0081467)
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 _____, 2023.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 2968 Compton 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:

2968 Compton Rd. Cincinnati, OH 45251

1. **(OH) 699YZR, 2012, GRAY, HONDA, PILOT**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 2023 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.: _____-23

RESOLUTION DECLARING VEHICLE LOCATED AT 2968 Compton Rd. Cincinnati, OH 45251– Parcel ID 510-0054-0145-00
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 **2968 Compton Rd. Cincinnati, OH 45251– Parcel ID 510-0054-0145-00**

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 **2968 Compton Rd. Cincinnati, OH 45251– Parcel ID 510-0054-0145-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) 699YZR, 2012, GRAY, HONDA, PILOT**

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 _____, 2023.

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:

Scott A. Sollmann (0081467)
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 _____, 2023.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 3104 Sovereign Dr.
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:

3104 Sovereign Dr. Cincinnati, OH 45251

1. **(OH) EIJ8783, 2000, SILVER, JAGUAR, SEDAN**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 2023 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.: _____-23

RESOLUTION DECLARING VEHICLE LOCATED AT 3104 Sovereign Dr. Cincinnati, OH 45251– Parcel ID 510-0064-0182-00
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 **3104 Sovereign Dr. Cincinnati, OH 45251– Parcel ID 510-0064-0182-00**

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 **3104 Sovereign Dr. Cincinnati, OH 45251– Parcel ID 510-0064-0182-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) EIJ8783, 2000, SILVER, JAGUAR, SEDAN**

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 _____, 2023.

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:

Scott A. Sollmann (0081467)
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 _____, 2023.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 9757 Yuba Ct
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:

9757 Yuba Ct. Cincinnati, OH 45251

1. **(OH) JDF2464, 2004, SILVER, LINCOLN, AVIATOR**
2. **(N/A) N/A, 2001, RED, CHEVY, MONTE CARLO**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 2023 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.: _____-23

RESOLUTION DECLARING VEHICLE LOCATED AT 9757 Yuba Ct. Cincinnati, OH 45251– Parcel ID 510-0051-0086-00 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 **9757 Yuba Ct. Cincinnati, OH 45251– Parcel ID 510-0051-0086-00**

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 **9757 Yuba Ct. Cincinnati, OH 45251– Parcel ID 510-0051-0086-00** to be inoperable, extensively damages, and at least three model years old:

- A. **(OH) JDF2464, 2004, SILVER, LINCOLN, AVIATOR**
- B. **(N/A) N/A, 2001, RED, CHEVY, MONTE CARLO**

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 _____, 2023.

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:

Scott A. Sollmann (0081467)
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 _____, 2023.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 9936 Loralinda Dr.
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:

9936 Loralinda Dr. Cincinnati, OH 45251

1. **(OH) HGA4598, 2000, RED, MERCURY, GRAND MARQUIS**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 2023 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.: _____-23

RESOLUTION DECLARING VEHICLE LOCATED AT 9936 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0112-0206-00
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 **9936 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0112-0206-00**

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 **9936 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0112-0206-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) HGA4598, 2000, RED, MERCURY, GRAND MARQUIS

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 _____, 2023.

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:

Scott A. Sollmann (0081467)
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 _____, 2023.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Resolution for Construction of Sidewalks in Colerain Township by ODOT

Recommend ADOPTION of the Resolution.

Rationale:

Green Township is currently contracting with ODOT to have sidewalks installed and repaired along Colerain Avenue from Blue Rock to Byrneside. A very small portion of this project would extend beyond the Green Township border into Colerain on the eastern side of Colerain Avenue, just south of Byrneside. This consent legislation is required by ODOT for them to execute the project. This allows the work to be completed at zero cost to the Township.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the _____ day of _____, 2023, 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 OF CONSENT FOR PID 113500

WHEREAS, this resolution has been enacted by Colerain Township of Hamilton
County, Ohio, hereinafter referred to as the Local Public Agency (LPA); and;

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Install 8 ft. sidewalk on both sides of Colerain Avenue, Blue Rock Road to
Earl/Byrneside Drive.

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

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete
the above described project as detailed in the LPA-ODOT-Let Agreement entered into between
the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and
construction of the above described project and shall enter into a LPA Federal ODOT Let Project
Agreement, if applicable, as well as any other agreements necessary to develop and construct the
Project.

The State and Green Township shall assume and bear 100% of all of the costs of the
improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are
determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV Authority to Sign

The LPA hereby authorizes the Township Administrator of said Colerain Township to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the Township Administrator is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the Colerain Township to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency measure (as applicable)

This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.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

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

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

ADOPTED this _____ day of _____, 2023.

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:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of _____, 2023.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Public Services
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5 - Invest in our critical infrastructure, facilities, staff and other assets.

Motion to Issue Request for Proposals for Fort Colerain Phase III
Recommend ADOPTION of the Motion.

Rationale:

In 2019, staff identified the need to replace the outdated "Megaland" playground with a new, state-of-the-art design that would draw visitors and serve the community for decades. Through community input, and with the guidance of the Human Nature design firm, a unique multi-phased play area was designed. Construction of Phase I and II of Fort Colerain has been completed with the next, and last phase, to commence this spring.

It is necessary to solicit proposals from vendors for the construction of Phase III and the completion of the project. This playground project is being bid as a design intent project, where the goal is to be presented with a proposal that is consistent with the design found in Attachment A.

The request for proposals will be advertised on January 18 and 25, 2023. All proposals will be accepted through the Bid Express software system through February 3, 2023 with the final contract to be awarded at the Trustee meeting on February 14, 2023. This project has been identified in the 2023 Capital Schedule with an estimated cost of \$400,000 that is fully supported by a \$400,000 State Capital Improvement Grant.



REQUEST FOR BIDS

PHASE III - COLERAIN PARK PLAYGROUND for Colerain Township

Release Date: 01/11/2023

Response Deadline: 02/03/2023

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR BIDS FOR PHASE III - COLERAIN PARK PLAYGROUND**

Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251
Phone: 513-385-7503

NOTICE TO RESPONDENTS

Colerain Township is soliciting bids for a new playground construction for Phase III of the playground renovation project in Colerain Park located at 4725 Springdale Road in Colerain Township until February 3, 2023.

All clarifying questions for this proposal should be directed to Tiphonie Mays, Assistant Township Administrator, via email at tmays@colerain.org by January 27, 2023.

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

Please refer to Attachment A for more information related to the exact specifications for the playground. This playground project is being bid as a design intent project, where the goal is to be presented with a final design that is consistent with proposed design found in Attachment A.

At a minimum, the proposal must address all items requested in the project scope of services and provide a guaranteed maximum price for completion of the project.

TIMELINES

- | | |
|-------------------------------------|--|
| 1. Township Trustees RFP Approval: | January 10, 2023 |
| 2. RFP Release: | January 11, 2023 |
| 3. Proposal Deadline: | 3:00 p.m. (local time) on February 3, 2023 |
| 4. Projected Township approval: | February 14, 2023 |
| 5. Projected Contract Commencement: | February 15, 2023 |
| 6. Projected Project Completion: | September 30, 2023 |

The Township will not be responsible for proposals that are received after the 3:00 p.m. deadline on February 3, 2023.

Deadlines are negotiable as part of the final contract.

PROPOSAL FORMAT

All proposals shall be submitted in the following format. Failure to abide by this format may result in the disqualification of the submission.

It is requested that all proposals be submitted in the following format to expedite the review and selection process.

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Proposals.
2. Experience with Public Sector – A listing of three comparable projects with a description of services rendered (including any subcontracting).
3. Timeline – The estimated timeline for completion. The dates referenced in the project timeline are an estimate and goal as set by the Township.
4. List of Key Staff – A complete list of key personnel who will be involved with this project, including their experience and qualifications. In addition, any key sub-contractors and their staff should also be identified.
5. 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.
6. Legal Disclosure – Please disclose your firm's current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.
7. Design Intent Documentation – Please provide documentation that shows each element of playground equipment that is intended to be procured or constructed as part of this project. These items must be received in a format that will allow the Township's design firm to adequately compare and vet the proposal against their design and construction documents for consistency with the design intent.
8. Cost Proposal/Fee Structure – Total project cost with a line-item cost breakdown of all projected itemizations (schedule of values) must be included. The Township is currently accepting monetary sponsorships related to this project. If the respondent desires to submit in-kind donations as part their proposal, they are encouraged to identify the in-kind contribution in this section.
9. Sample Contract – A copy of sample agreement/contract. This will allow the Township to expedite the review/award process.
10. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the proposal.

Terms and Conditions

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

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

Colerain Township may reject responses that do not meet the requirements of the Request for Bids in any respect. Proposals 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 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 proposals or to further interview companies after proposals are submitted.

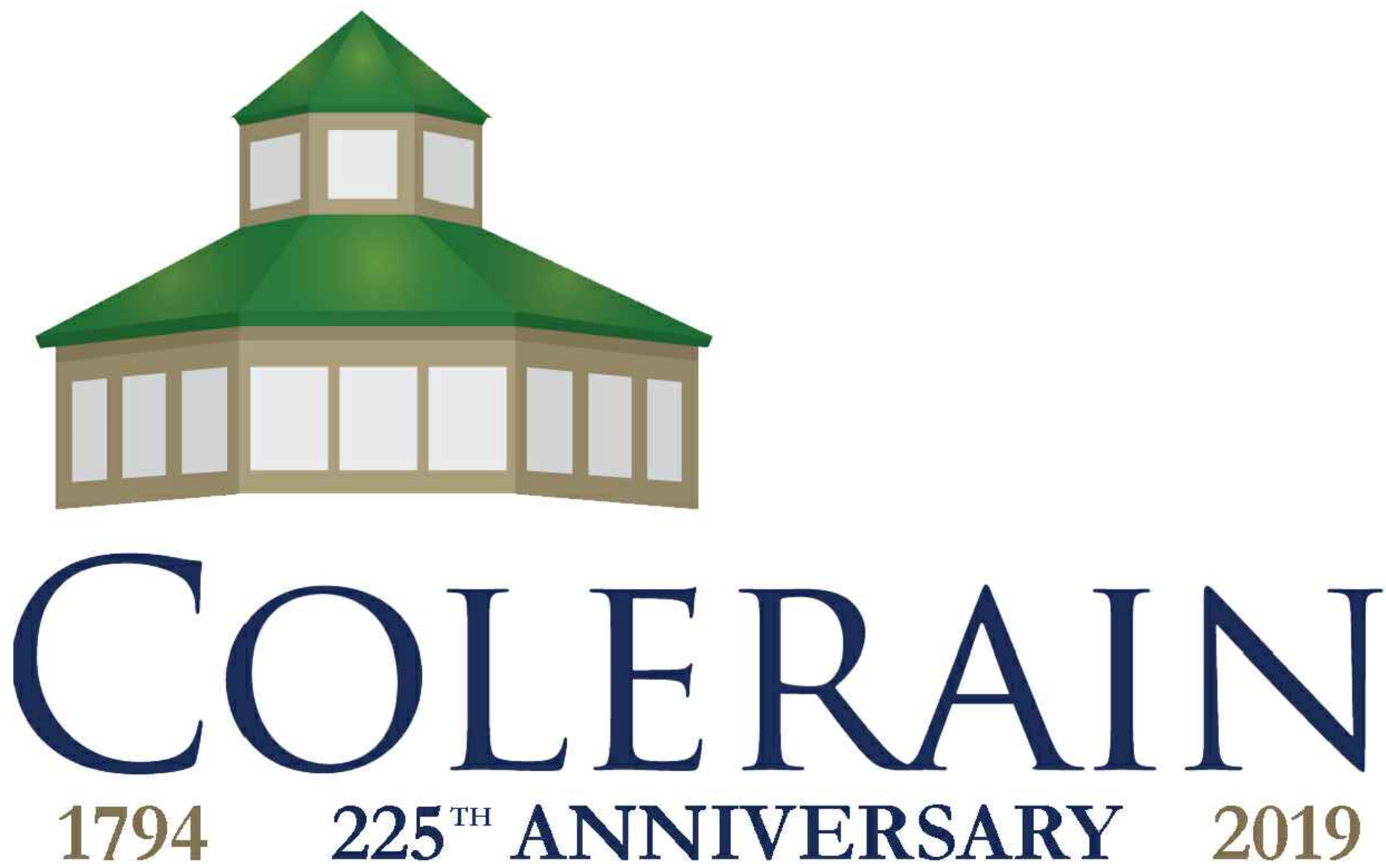
Colerain Township reserves the right to ask for additional information after proposals are received.

This project is supported by state funding and is subject to Prevailing Wage requirements. The Township also requires that the successful contractor provide as built drawings at the conclusion of the project per the state funding requirements.

COLERAIN PARK PLAYGROUND

PHASE 3

COLERAIN TOWNSHIP, OHIO
ISSUED FOR BID
19 DECEMBER 2022



DESIGN TEAM

LANDSCAPE ARCHITECT/
LEAD DESIGNER

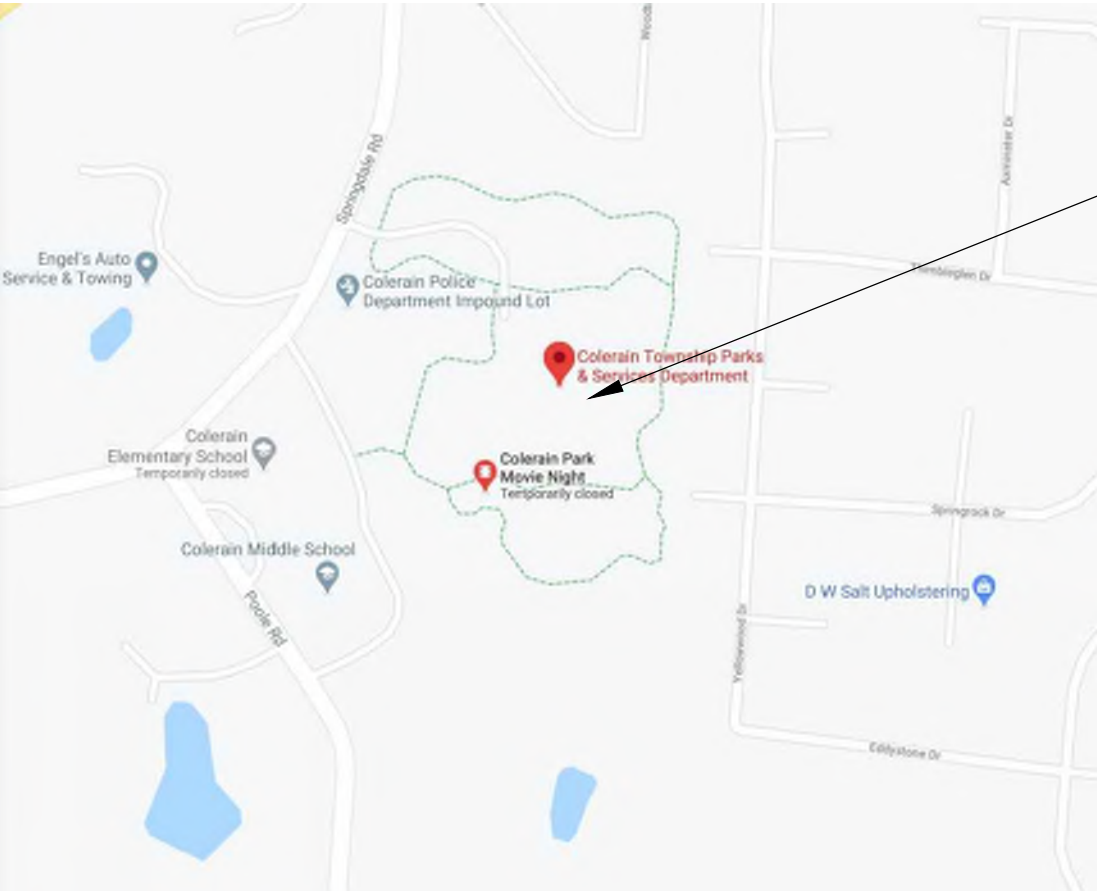
**HUMAN
NATURE**

990 Saint Paul Drive
Cincinnati, OH 45206
P: 513.281.2211
www.humannature.cc

CIVIL ENGINEER

23 Triangle Park Dr.
Cincinnati, OH 45246

LOCATION MAP



COLERAIN PARK PLAYGROUND
4160 SPRINGDALE RD,
CINCINNATI, OHIO 45251

SHEET INDEX		
Sheet Number	Sheet Name	Current Sheet Issue Date
GENERAL		
	COVER	12/19/2022
G001	PROJECT SPECIFICATIONS	12/19/2022
G002	PROJECT SPECIFICATIONS	12/19/2022
G003	PROJECT SPECIFICATIONS	12/19/2022
G004	PROJECT SPECIFICATIONS	12/19/2022
EXISTING CONDITIONS AND DEMOLITION		
L001	EXISTING CONDITIONS	12/19/2022
L002	TREE PROTECTION & DEMO PLAN	12/19/2022
CIVIL		
C100	GRADING & UTILITY PLAN	12/19/2022
C200	STORM WATER POLLUTION PREVENTION NOTES	12/19/2022
C201	EROSION PREVENTION AND SEDIMENT CONTROL PHASE I	12/19/2022
C202	EROSION PREVENTION AND SEDIMENT CONTROL PHASE II	12/19/2022
C203	EROSION PREVENTION AND SEDIMENT CONTROL PHASE III	12/19/2022
LANDSCAPE		
L100	HARDSCAPE & MATERIALS PLAN	12/19/2022
L101	HARDSCAPE DETAILS	12/19/2022
L200	PLAYGROUND PLAN	12/19/2022
L201	PLAYGROUND CHARACTER INTENT	12/19/2022
L300	FURNISHING PLAN	12/19/2022
L400	PLANTING PLAN	12/19/2022
L401	PLANTING DETAILS	12/19/2022

TREE PRESERVATION		1.6 SUMMARY		ADJACENT TREES TO BE PROTECTED, EXISTING STRUCTURES, UTILITIES, ETC.		SIGNAGE AS DESCRIBED IN SECTION 2.1 C.		G. WARRANTY: SUBMIT MANUFACTURER WARRANTY AND ENSURE THAT FORMS HAVE BEEN COMPLETED IN OWNER'S NAME AND REGISTERED WITH MANUFACTURER.	
PART 1-GENERAL				C. ALL CANOPY BRANCHES AND TOPS OF TREES SHALL BE HAULED OFF SITE AND PROPERLY DISPOSED OF.		D. NO ACCESS TO FENCED AREAS SHALL BE PERMITTED BY ANYONE OTHER THAN THE CERTIFIED ARBORIST WITHOUT PRIOR APPROVAL BY THE OWNER'S REPRESENTATIVE		1.6 QUALITY ASSURANCE	
1.1 RELATED DOCUMENTS		A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS APPLY TO THIS SECTION.		D. STUMPS SHOULD BE GROUND OR REMOVED FROM SITE AS DIRECTED BY THE OWNER'S REPRESENTATIVE AND CERTIFIED ARBORIST.		E. CONTRACTOR SHALL PROVIDE MAINTENANCE, REPAIR, AND REMOVAL OF FENCE DURING DURATION OF THIS CONTRACT.		A. MAINTAIN ONE COPY OF THE LATEST EDITION OF ASTM F 1487 AND CPSC PUB. NO. 325 AT PROJECT SITE.	
1.2 DEFINITIONS		A. DIAMETER SHALL BE DEFINED AT BREAST HEIGHT (DBH) WHICH IS THE AVERAGE TREE DIAMETER AT 4.5 FEET FROM THE GROUND ON THE UPHILL SIDE OF THE TREE		3.6 GENERAL		F. TREE PROTECTION FENCING SHALL BE IN-PLACE AND IN GOOD CONDITION UPON THE COMPLETION OF THE CONSTRUCTION PROCESS.		B. MANUFACTURER QUALIFICATIONS: COMPANY IS REGULARLY ENGAGED IN MANUFACTURING MATERIALS AND PRODUCTS SPECIFIED IN THIS SECTION, WITH NOT LESS THAN THREE YEARS OF EXPERIENCE.	
		B. CALIPER SHALL BE DEFINED AS THE DIAMETER OF THE TRUNK AT 6 INCHES ABOVE THE SOIL FOR TREES UP TO 6 INCHES IN CALIPER AND DIAMETER AT 12 INCHES ABOVE THE SOIL FOR TREES UP TO 12-INCH CALIPER.		A. REVIEW OF TREE PRESERVATION PLANS AND LIMITS OF CLEARING:		G. AT SUBSTANTIAL COMPLETION AND ONLY AFTER DIRECTED BY THE OWNER'S REPRESENTATIVE, CONTRACTOR SHALL REMOVE TREE PROTECTION FENCING AND ALL SUCH MATERIALS.		1. PROVIDE DOCUMENTATION SHOWING THAT PLAYGROUND EQUIPMENT SIMILAR TO THAT SPECIFIED HAS BEEN INSTALLED IN MINIMUM TEN SITES AND BEEN IN SUCCESSFUL SERVICE FOR MINIMUM OF FIVE YEARS; PROVIDE ADDRESSES.	
		C. ROOT ZONE SHALL BE DEFINED AS 1 FOOT OF RADIUS AROUND TRUNK FOR EVERY INCH OF TRUNK DIAMETER AT 4.5 FEET ABOVE GROUND LEVEL ON THE UPHILL SIDE OF THE TREE.		1. THE CONTRACTOR SHALL BE REQUIRED TO HOLD A MEETING IN THE FIELD WITH THE SUBCONTRACTORS, THE OWNER'S REPRESENTATIVE, THE LANDSCAPE ARCHITECT, AND THE CERTIFIED ARBORIST TO REVIEW THE LOCATION OF TREES TO BE PRESERVED AND THE REQUIREMENTS OF TREE PRESERVATION COORDINATION AND DAMAGES. CONCERNS RELATING TO TREE PRESERVATION SHALL BE BROUGHT TO THE CERTIFIED ARBORIST'S ATTENTION AT THAT TIME.		3.8 MULCHING		2. PROVIDE CERTIFICATE OF INSURANCE AA RATED FOR MINIMUM 1,000,000 DOLLARS COVERING BOTH PRODUCT AND GENERAL LIABILITY.	
		D. DRIP LINE SHALL BE DEFINED AS THE OUTER LIMITS OF THE TREE CANOPY FOR EACH TREE PROJECTED DOWNWARD ONTO THE GROUND AS SHOWN IN THE DRAWINGS.		B. ANY WORK REQUIRED BY PLANS WHICH IS IN A TREE PRESERVATION AREA SHALL BE PERFORMED BY HAND OR METHOD(S) OTHERWISE APPROVED BY LANDSCAPE ARCHITECT. ALL WORK WILL BE PERFORMED IN A MANNER TO PREVENT COMPACTION, SILTATION, AND DISTURBANCE OF THE ROOT MAT OF ALL ASSOCIATED TREES AND UNDERSTORY TREES.		3.9 OTHER REMEDIAL ACTIVITIES		3. MANUFACTURER'S REPRESENTATIVE: PROVIDE NAME, COMPANY NAME AND ADDRESS, AND PLAYGROUND SAFETY TRAINING CERTIFICATE.	
		E. TREE PRESERVATION AREA SHALL BE DEFINED AS ALL AREAS WHICH CONTAIN TREES AND ALL EXISTING TREES NOTED TO REMAIN AND BE PROTECTED WITHIN THE LIMITS OF CONSTRUCTION. PROTECTIVE FENCING SHALL BE ERECTED AS SHOWN IN THE DRAWINGS.		C. IN AREAS WHERE TREE ROOTS ARE TO BE EXPOSED TO DAMAGE BY DEMOLITION OR CONSTRUCTION ACTIVITY, THE EXPOSED ROOTS SHALL BE KEPT MOIST AT ALL TIMES. EXPOSED ROOTS SHALL BE COVERED WITH A LAYER OF MULCH OR WOOD CHIPS.		A. CONTRACTOR SHALL PROVIDE OTHER ARBORICULTURAL SERVICES AS NEEDED TO RESPOND TO DAMAGE BY CONSTRUCTION ACTIVITIES. THESE SERVICES MAY INCLUDE ANY OF THE ABOVE, AS WELL AS FENCE REPAIR, VERTICAL MULCHING, ETC. CONTRACTOR SHALL RESPOND TO CALLS FOR REMEDIAL WORK WITHIN 48 HOURS OF NOTIFICATION.		C. INSTALLER QUALIFICATIONS: COMPANY CERTIFIED BY MANUFACTURER FOR TRAINING AND EXPERIENCE INSTALLING PLAY EVENTS AND EQUIPMENT.	
		F. DAMAGE SHALL BE DEFINED AS ANY NEGATIVE PHYSICAL IMPACT TO AN EXISTING TREE TRUNK, CANOPY, AND/OR ROOTS CAUSED BY ACCIDENTAL OR NEGLIGENT CONSTRUCTION ACTIVITIES, ALSO INCLUDING UNAUTHORIZED ENCROACHMENT INTO THE TREE PRESERVATION AREAS PROTECTED BY FENCING OR FAILURE TO COMPLY WITH SPECIFICATIONS AND DRAWINGS WHETHER FENCING IS PRESENT OR NOT, AT ANY TIME DURING THE CONSTRUCTION PROCESS, INCLUDING THE FINISHING STEPS OF LANDSCAPE INSTALLATION AND FINE GRADING OPERATIONS.		D. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL SUBCONTRACTORS ARE AWARE OF, AND ADHERE TO, TREE PRESERVATION REQUIREMENTS.		B. AS RECOMMENDED BY THE CERTIFIED ARBORIST, VERTICAL MULCHING TECHNIQUES SHALL BE USED TO REDUCE COMPACTION WHERE IT MAY BE CAUSING TREES STRESS. HOLES SHALL BE AUGERED USING A 2-3 INCH MECHANICAL AUGER TO A DEPTH OF 12-18 INCHES. HOLES SHALL BE EVENLY DISTRIBUTED THROUGHOUT THE AFFECTED ROOT ZONE IN AN 18- TO 24-INCH GRID PATTERN AND BACKFILLED WITH HUMUS. CARE SHALL BE GIVEN TO AVOID DAMAGING LARGE ROOTS WHEN WITHDRAWING.		1.7 DELIVERY, STORAGE, AND HANDLING	
1.3 QUALITY ASSURANCE		A. A PRECONSTRUCTION MEETING SHALL BE HELD WITH THE GENERAL CONTRACTOR AND ALL CONTRACTORS IN ATTENDANCE SO THAT THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT MAY EXPLAIN TREE PRESERVATION DURING THE CONSTRUCTION PROCESS.		3.2 DAMAGES AND PENALTIES		3.10 CLEANUP		A. DELIVER, HANDLE, AND STORE EQUIPMENT TO PROJECT SITE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.	
		B. NO SITE PREPARATION WORK, INCLUDING DEMOLITION, STAGING OR ANY DELIVERY/STORAGE OF MATERIALS, SHALL BEGIN IN AREAS WHERE TREES ARE DESIGNATED TO REMAIN AND BE PROTECTED UNTIL PROTECTION AND TREATMENT MEASURES HAVE BEEN AGREED UPON AND COMPLETED.		A. ALL TREES MARKED ON PLANS AND/OR DESIGNATED IN THE FIELD WITHIN THE FENCE LINES SHALL BE PRESERVED BY THE CONTRACTOR. TREES MARKED FOR PRESERVATION WITHIN SENSITIVE TREE AREAS INDICATED ON PLAN MAY BE ASSESSED DAMAGES. COMPENSATION FOR DAMAGE OF TREES DUE TO CONTRACTOR NEGLIGENCE AND/OR ACCIDENTS SHALL BE ASSESSED BY OWNER'S REPRESENTATIVE. PENALTIES WILL BE IN THE FORM OF A FINE levied AGAINST THE CONTRACTOR FOR EACH SPECIFIC VIOLATION.		A. REMOVE FROM SITE ALL EXCESS MATERIALS, SOIL, DEBRIS, AND EQUIPMENT DIRECTLY RELATED TO TREE PRESERVATION ACTIVITIES.		B. STORE MATERIALS IN A DRY, COVERED AREA, ELEVATED ABOVE GRADE.	
		C. TREE PRESERVATION MEASURES ALONG WITH TREATMENT MEASURES AND MATERIALS WILL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE, CERTIFIED ARBORIST, AND PROJECT LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. PROTECTION OF TREES OR WOODY SHRUBS IDENTIFIED TO REMAIN MEANS MAINTENANCE OF THE TREES IN GOOD HEALTH AND VITALITY, AS WELL AS PROTECTION FROM PHYSICAL DAMAGE AND DISEASE.		B. CONTRACTOR IS RESPONSIBLE FOR DAMAGE COMPENSATION FOR ANY TREES DAMAGED AS A RESULT OF CONTRACTOR ERROR OR FAILURE TO FOLLOW CONTRACT SPECIFICATIONS. CONTRACTOR MAY BE REQUIRED TO REMOVE TREE AND STUMP FOR TREES DETERMINED TO BE DESTROYED AS A RESULT OF CONTRACTOR NEGLIGENCE. DAMAGED TREES GREATER THAN 12 INCHES IN DIAMETER SHALL BE COMPENSATED FOR BY THE CONTRACTOR AT \$500.00 PER INCH OF DIAMETER, I.E. A DAMAGED 18 INCHES TREE = \$9,000.00 DUE TO THE OWNER.		END OF SECTION		1.8 WARRANTY	
		D. PUBLICATIONS LISTED HEREIN ARE PART OF THIS SPECIFICATION TO EXTENT REFERENCED:		3.4 SITE MAINTENANCE		PLAYGROUND EQUIPMENT		A. PROVIDE DATA AND DOCUMENTS THAT CONFORM WITH MANUFACTURERS STANDARD WARRANTY.	
		1. TREE CARE INDUSTRY ASSOCIATION (FORMERLY NATIONAL ARBORIST ASSOCIATION) STANDARDS.		A. CONTRACTOR SHALL KEEP ALL TRAVELED AREAS WATERED REGULARLY OR APPLY OTHER APPROVED DUST CONTROL METHODS TO PREVENT EXCESSIVE DUST ACCUMULATION ON FOLIAGE OF TREES TO BE PRESERVED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE REMOVAL OF EXCESSIVE DUST FROM THE FOLIAGE OF TREES.		PART 1--GENERAL		PART 2--PRODUCTS	
		2. ISA-INTERNATIONAL SOCIETY OF ARBORICULTURE		3.5 TREE TRIMMING		1.1 SECTION INCLUDES		2.1 MATERIALS	
		3. AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS.		A. CONTRACTOR SHALL ASSESS AREA OF WORK TO ENSURE THERE IS ADEQUATE CLEARANCE TO DO WORK UNDER EXISTING TREES TO REMAIN. REVIEW ANY CLEARANCE ISSUES WITH THE OWNER'S REPRESENTATIVE. ALL REQUIRED TRIMMING SHALL BE PERFORMED BY CONTRACTOR AFTER REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE.		A. WORK INCLUDED:		A. THE USE OF TRADE NAME AND SUPPLIER'S NAME AND ADDRESS IS TO INDICATE A POSSIBLE SOURCE OF THE PRODUCT. PRODUCTS OF THE SAME TYPE FROM OTHER SOURCES SHALL NOT BE EXCLUDED, PROVIDED THEY POSSESS LIKE PHYSICAL AND FUNCTIONAL CHARACTERISTICS AND ARE APPROVED BY OWNER'S REPRESENTATIVE.	
		a. ANSI Z133.1-1994.		B. TRIMMING FOR ADEQUATE CLEARANCE TO FACILITATE EQUIPMENT USE AND CONSTRUCTION ACTIVITIES WILL BE PERFORMED PRIOR TO THE WORK COMMENCING.		1. PLAYGROUND EQUIPMENT.		B. EVERY EFFORT SHALL BE MADE TO UTILIZE CHEMICALS OF AN ORGANIC OR BIODEGRADABLE NATURE IN ORDER TO OFFER LEAST IMPACT TO THE NATURAL ENVIRONMENT. CONTRACTOR IS RESPONSIBLE FOR MIXING, APPLYING AND DISPOSAL OF ALL CHEMICALS IN ACCORDANCE WITH STRICT ADHERENCE TO MANUFACTURERS' DIRECTIONS, PROTECT ADJACENT STRUCTURES, VEHICLES, PEDESTRIANS, PAVEMENT AND PLANTS FROM EXPOSURE TO ANY CHEMICALS.	
		b. ANSI A300-1995.		C. TRIMMING FOR WORKER AND PUBLIC SAFETY AND FOR THE HEALTH AND VIGOR OF PRESERVED TREES, AS DIRECTED BY THE CERTIFIED ARBORIST, IS ALSO REQUIRED PRIOR TO CONSTRUCTION WORK COMMENCING.		2. LOCATION OF EACH ITEM OF PLAYGROUND EQUIPMENT IS INDICATED ON THE DESIGN INTENT DRAWINGS.		C. TREE PROTECTION FENCING: POSTS TO BE STEEL FENCE POSTS SPACED 6'-0" ON CENTER WITH STANDARD SNOW FENCING OR ORANGE POLYETHYLENE CONSTRUCTION FENCING, EXPOSED HEIGHT ABOVE GRADE 4'- 0". SIGNS SHALL BE AFFIXED TO THE FENCING EVERY 100 FEET WITH APPROPRIATE LANGUAGE, SUCH AS "TREE PROTECTION ZONE (TPZ)-NO GRADE CHANGE, STORAGE OF MATERIALS, OR EQUIPMENT IS PERMITTED WITHIN THIS TPZ."	
		4. AMERICAN NURSERYMAN ASSOCIATION STANDARDS.		3.6 ROOT PRUNING		1.2 RELATED SECTIONS AND DIVISIONS		D. CONTRACTOR QUALIFICATIONS:	
		CONTRACTOR QUALIFICATIONS:		A. WHERE EXCAVATION OR CONSTRUCTION WITHIN THE DRIP LINE OF A TREE IS NECESSARY OR AS NOTED ON THE DRAWINGS, ROOT PRUNING MAY BE REQUIRED. A ROOT CUT SHALL BE MADE AS DESCRIBED BELOW.		A. SECTION 32 13 13 - CONCRETE PAVING.		1. MINIMUM OF FIVE YEARS' EXPERIENCE IN ARBORICULTURE WITHIN THE GREATER CINCINNATI REGION.	
		1. MINIMUM OF FIVE YEARS' EXPERIENCE IN ARBORICULTURE WITHIN THE GREATER CINCINNATI REGION.		1. BLADE SHALL BE SHARPENED PRIOR TO USE.		B. SECTION 32 18 16.13 - PLAYGROUND PROTECTIVE SURFACING.		2. THREE REFERENCES FROM PUBLIC CLIENTS FOR WHOM SIMILAR SERVICES HAVE BEEN SUPPLIED.	
		2. TREES ON SITE WHICH ARE TO BE PRESERVED SHALL BE PREPARED AND TREATED TO INCREASE THEIR POTENTIAL FOR SURVIVAL AND IMPROVE THEIR HEALTH AND CONDITION. CONTRACTOR SHALL MEET OR EXCEED THE MOST RECENTLY PUBLISHED TREE CARE INDUSTRY ASSOCIATION (FORMERLY NATIONAL ARBORIST ASSOCIATION) STANDARDS FOR ALL WORK. ALL WORK IS TO BE PERFORMED COMPLETELY AS SPECIFIED UNLESS CHANGES ARE AGREED UPON IN WRITING DUE TO UNFORESEEN LIMITING CIRCUMSTANCES.		2. ROOT CUTS SHALL BE MARKED IN THE FIELD BY CONTRACTOR AND REVIEWED BY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO CUTTING.		REFERENCE STANDARDS		3. STAFF THAT ARE ISA CERTIFIED ARBORISTS.	
		E. EQUIPMENT AND SAFETY:		3.7 TREE PROTECTION FENCING		A. ASTM F 1292 - STANDARD SPECIFICATION FOR IMPACT ATTENUATION OF SURFACING MATERIALS WITHIN THE USE ZONE OF PLAYGROUND EQUIPMENT; 2004.		F. TREES ON SITE WHICH ARE TO BE PRESERVED SHALL BE PREPARED AND TREATED TO INCREASE THEIR POTENTIAL FOR SURVIVAL AND IMPROVE THEIR HEALTH AND CONDITION. CONTRACTOR SHALL MEET OR EXCEED THE MOST RECENTLY PUBLISHED TREE CARE INDUSTRY ASSOCIATION (FORMERLY NATIONAL ARBORIST ASSOCIATION) STANDARDS FOR ALL WORK. ALL WORK IS TO BE PERFORMED COMPLETELY AS SPECIFIED UNLESS CHANGES ARE AGREED UPON IN WRITING DUE TO UNFORESEEN LIMITING CIRCUMSTANCES.	
		1. EQUIPMENT SHALL BE MODERN AND WELL MAINTAINED. ANY INSTRUMENTS USED TO CUT ROOTS AND LIMBS SHALL BE SHARPENED WELL ENOUGH TO MAKE CLEAN CUTS. CONTRACTOR SHALL ADHERE TO ALL APPLICABLE STATE AND FEDERAL REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO PROPERTY RESULTING FROM EQUIPMENT, INCLUDING FLUID LEAKAGE OR DAMAGE RESULTING FROM EQUIPMENT FAILURE. INCIDENTS OF THIS TYPE SHALL BE REPORTED IMMEDIATELY TO OWNER'S REPRESENTATIVE.		A. THE ARBORIST SHALL ALSO MAKE ANY RECOMMENDATIONS RELATED TO PRESERVING ANY CRITICAL STRUCTURAL ROOTS (E.G., THIS IS THE CLOSEST POINT TO THIS PARTICULAR TREE THAT THE SOIL CAN BE DISTURBED,) DURING THE ROOT PRUNING PROCESS.		B. ASTM F 1487 - STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE; 2007A.		G. EQUIPMENT AND SAFETY:	
		2. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO STRUCTURES, INSTALLATIONS, FIXTURES, PAVING, CONCRETE, PLANT MATERIALS AND OTHER ITEMS ON THE SITE WHICH RESULT FROM THE EXECUTION OF WORK PRESCRIBED.		2. ONCE REVIEWED BY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT, CONTRACTOR SHALL FOLLOW HIS/HER RECOMMENDATIONS TO CUT ALONG THE APPROVED MARKS PRIOR TO ANY EXCAVATION.		C. CPSC PUB. NO. 325 - HANDBOOK FOR PUBLIC PLAYGROUND SAFETY; CONSUMER PRODUCTS SAFETY COMMISSION; 2008.		1. EQUIPMENT SHALL BE MODERN AND WELL MAINTAINED. ANY INSTRUMENTS USED TO CUT ROOTS AND LIMBS SHALL BE SHARPENED WELL ENOUGH TO MAKE CLEAN CUTS. CONTRACTOR SHALL ADHERE TO ALL APPLICABLE STATE AND FEDERAL REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO PROPERTY RESULTING FROM EQUIPMENT, INCLUDING FLUID LEAKAGE OR DAMAGE RESULTING FROM EQUIPMENT FAILURE. INCIDENTS OF THIS TYPE SHALL BE REPORTED IMMEDIATELY TO OWNER'S REPRESENTATIVE.	
1.4 PERFORMANCE STANDARD		A. BEFORE START OF WORK, MEET AT THE WORK SITE WITH ALL PARTIES INVOLVED. REVIEW AREAS OF SCHEDULING AND POSSIBLE CONFLICT WITH VARIOUS TRADES AND OTHER SITE WORK. COORDINATE LAYOUT OF WORK AND RESOLVE CONFLICTS BEFORE PROCEEDING WITH WORK. ALL TREE PRESERVATION STRATEGIES SHALL BE AGREED UPON BY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.		3. CONTRACTOR SHALL, PRUNE ALL ROOTS AS DIRECTED WITH CIRCULAR SAWS OF VARYING TYPES AND/OR A ROTARY TYPE STUMP GRINDER TO A DEPTH OF 18" OR TO THE MAXIMUM DEPTH OF THE REQUIRED GRADING CUT, WHICHEVER IS LESS.		D. IFEMA FOR CERTIFIED PUBLIC PLAY EQUIPMENT AND PLAY SURFACING.		2. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO STRUCTURES, INSTALLATIONS, FIXTURES, PAVING, CONCRETE, PLANT MATERIALS AND OTHER ITEMS ON THE SITE WHICH RESULT FROM THE EXECUTION OF WORK PRESCRIBED.	
		B. TREE PRESERVATION FENCING SHALL GO UP PRIOR TO BEGINNING ANY AND ALL SITE WORK. ONCE THE FENCING IS IN PLACE, IT SHALL NOT BE MOVED OR CROSSED ANY TIME DURING CONSTRUCTION. IF A CONFLICT ARISES DURING CONSTRUCTION, BETWEEN PROPOSED PLANS AND TREE PRESERVATION FENCING, THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT SHALL BE CONTACTED IMMEDIATELY BEFORE ANY WORK IS DONE IN THE CONFLICTED AREA.		4. ROOT PRUNING SHALL BE COORDINATED WITH THE TREE PROTECTION FENCING. IN SOME CASES THAT FENCE LINE IS ON THE ROOT CUT, PROVISIONS FOR ROOT PRUNING NEED TO BE ACCOMMODATED BEFORE THE FENCE IS ERECTED.		E. SUBGRADE: THE SURFACE OF THE GROUND ON WHICH THE PROTECTIVE SURFACING IS INSTALLED; THE SUBBASE FOR THE PROTECTIVE SURFACING IS INSTALLED OVER THE SUBGRADE.		3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES RELATED TO THE REPLACEMENT OF DAMAGED TREES INCLUDING: LOCATING REPLACEMENT TREES AT NURSERIES, TAGGING, REVIEW/APPROVAL OF REPLACEMENTS, PURCHASING, TRANSPORTING, INSTALLING, WARRANTY FOR ONE YEAR, AND ANY OTHER ASSOCIATED EXPENSES.	
		C. ALL TREE REMOVAL, TREE PRUNING, AND WORK AFFECTING EXISTING TREES AND TREE PRESERVATION, SHALL BE REVIEWED WITH OWNER'S REPRESENTATIVE PRIOR TO ANY WORK STARTING IN THE TREE PRESERVATION AREA.		5. DURING THE EXCAVATION PROCESS, IF ROOTS GREATER THAN 2 INCHES IN DIAMETER THAT HAVE NOT BEEN ROOT PRUNED ARE ENCOUNTERED, THEY SHALL BE REVIEWED BY THE CERTIFIED ARBORIST TO DETERMINE STRUCTURAL STABILITY OF THE TREE. CONTRACTOR SHALL FOLLOW INSTRUCTIONS FROM THE CERTIFIED ARBORIST FOR CUTTING (E.G., CUTTING WITH A SAW OR SHARP AXE). ROOTS SHALL NOT BE RIPPED WITH EARTH MOVING EQUIPMENT.		F. GALVANIZED STEEL: CERTIFICATION OF GALVANIZED COATING THICKNESS.		4. CONTRACTOR IS RESPONSIBLE FOR DAMAGE FOR ANY TREES DAMAGED AS A RESULT OF CONTRACTOR ERROR OR FAILURE TO FOLLOW CONTRACT SPECIFICATIONS. CONTRACTOR MAY BE REQUIRED TO REMOVE TREE AND STUMP FOR TREES DETERMINED TO BE DESTROYED AS A RESULT OF CONTRACTOR NEGLIGENCE. DAMAGED TREES GREATER THAN 12 INCHES IN DIAMETER SHALL BE COMPENSATED FOR BY THE CONTRACTOR AT \$500.00 PER INCH OF DIAMETER, I.E. A DAMAGED 18 INCHES TREE = \$9,000.00 DUE TO THE OWNER.	
		D. DIAMETERS OF DAMAGED TREES, IF ANY, SHALL BE DETERMINED BY AN ARBORIST FOR THE ASSESSMENT OF DAMAGES.		3.8 TREE TRIMMING		1. WOOD FINISHES: PROVIDE INFORMATION ON WOOD FINISH CHEMICAL CONTENT AND TOXICITY LEVEL.		5. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO STRUCTURES, INSTALLATIONS, FIXTURES, PAVING, CONCRETE, PLANT MATERIALS AND OTHER ITEMS ON THE SITE WHICH RESULT FROM THE EXECUTION OF WORK PRESCRIBED.	
		E. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A QUALIFIED CERTIFIED ARBORIST TO CONDUCT WORK THAT MAY BE REQUIRED DUE TO DAMAGE TO TREES DURING CONSTRUCTION. CERTIFIED ARBORIST IS TO MEET THE QUALIFICATIONS OUTLINED HEREIN.		3.9 TREE PROTECTION FENCING		2. GALVANIZED STEEL: CERTIFICATION OF GALVANIZED COATING THICKNESS.		6. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO STRUCTURES, INSTALLATIONS, FIXTURES, PAVING, CONCRETE, PLANT MATERIALS AND OTHER ITEMS ON THE SITE WHICH RESULT FROM THE EXECUTION OF WORK PRESCRIBED.	
1.5 SUBMITTALS		A. LIST PRODUCTS TO BE USED AND COMPANIES/PERSONNEL, INCLUDING THEIR QUALIFICATIONS THAT WILL BE PERFORMING THE REQUIRED WORK.		A. TREE PROTECTION FENCING SHALL BE INSTALLED IN THE LOCATIONS INDICATED ON THE DRAWINGS.		3. SHOP DRAWINGS: PROVIDE DETAILED SCALE DRAWINGS FOR EACH PLAYGROUND SITE ELEMENT AND PLAY EVENT		7. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO STRUCTURES, INSTALLATIONS, FIXTURES, PAVING, CONCRETE, PLANT MATERIALS AND OTHER ITEMS ON THE SITE WHICH RESULT FROM THE EXECUTION OF WORK PRESCRIBED.	
				B. INSTALL APPROVED PROTECTIVE FENCING AROUND EACH TREE DESIGNATED TO REMAIN AND BE PROTECTED. MAINTAIN FENCING THROUGHOUT DURATION OF PROJECT. CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR LIABILITIES ASSOCIATED WITH PROTECTIVE FENCING THAT IS NOT APPROPRIATELY MAINTAINED. TEMPORARY REMOVAL OF FENCING SHALL REQUIRE APPROVAL OF OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.		1. PLAY EVENT SHOP DRAWINGS ONLY SHOW: PLAY EVENT LAYOUT, USE ZONE PERIMETERS, AND FALL HEIGHT			
						2. SHOW LOCATIONS AND DIMENSIONS OF FOOTINGS AND ANCHORAGE POINTS.			
						3. SHOW LOCATIONS OF RELATED CONSTRUCTION SUCH AS WALKWAYS AND ROADWAYS, FENCES, SITE FURNISHINGS, AND PLANTINGS.			
						4. SHOW LOCATIONS FOR EXISTING TREES TO BE PRESERVED AS THEY RELATE TO ANY POTENTIAL CONSTRUCTION CONSTRAINT. NOTIFY THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE IMMEDIATELY IF A CONSTRAINT IS IDENTIFIED.			
						5. SAMPLES: FOR EACH ITEM FOR WHICH COLOR MUST BE SELECTED PROVIDE COLOR CHART SHOWING FULL RANGE OF COLORS AND FINISHES.			
						6. MAINTENANCE DATA: PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE INSTRUCTIONS AND LIST OF REPLACEABLE PARTS FOR EACH EQUIPMENT ITEM, WITH ADDRESS AND PHONE NUMBER OF SOURCE OF SUPPLY.			

PART 3--EXECUTION		OH 43219, 844.614.8873, WWW.OHIO.FOREVERLAWN.COM OR APPROVED EQUAL.		F. INSTALL PROPER THICKNESS THROUGHOUT USE ZONE(S).		15.1. ESTABLISH AND MAINTAIN REQUIRED LEVELS AND GRADE ELEVATIONS. REVIEW INSTALLATION PROCEDURES AND COORDINATE PAVING WORK WITH OTHER WORK AFFECTED BY THE UNIT PAVING WORK.	
3.1 LAYING OUT THE WORK	A. STAKE THE LOCATION OF ALL PLAYGROUND ELEMENTS, INCLUDING USE ZONE PERIMETERS, PERIMETER OF PROTECTIVE SURFACING, ACCESS AND EGRESS POINTS, HARD SURFACES, WALLS, FENCES, AND STRUCTURES, AND PLANTING LOCATIONS FOR REVIEW BY OWNER'S REPRESENTATIVE, LANDSCAPE ARCHITECT AND PLAYGROUND CONSULTANT.	B. STAKE THE LAYOUT OF THE ENTIRE USE ZONE PERIMETER BEFORE STARTING ANY WORK AND BEFORE SUBBASE UNDER RESILIENT SURFACING IS LAID.	1. VERIFY THAT USE ZONE PERIMETERS DO NOT OVERLAP HARD SURFACES, WHETHER CURRENTLY INSTALLED OR NOT.	2. VERIFY THAT USE ZONE PERIMETERS DO NOT OVERLAP OTHER USE ZONES THAT, BY REGULATIONS AND PLAY EVENTS, MAY NOT OVERLAP.	3. VERIFY THAT USE ZONES ARE FREE OF OBSTRUCTIONS THAT WOULD EXTEND INTO THE RESILIENT PORTION OF THE PROTECTIVE SURFACING.	4. IF CONFLICTS OR OBSTRUCTIONS EXIST, NOTIFY LANDSCAPE ARCHITECT	5. DO NOT PROCEED UNTIL REVISED DRAWINGS HAVE BEEN PROVIDED, SHOWING CORRECTED LAYOUT, AND OBSTRUCTIONS HAVE BEEN REMOVED.
	C. SUBGRADE: THE SURFACE OF THE GROUND ON WHICH THE PROTECTIVE SURFACING IS INSTALLED.	D. MAINTENANCE DATA:	1. FOR MANUFACTURED SURFACING PRODUCTS, PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE AND CLEANING INSTRUCTIONS AND LIST OF REPAIR PRODUCTS, WITH ADDRESS AND PHONE NUMBER OF SOURCE OF SUPPLY.	2. ATTENUATION DATA: IF CRITICAL FALL HEIGHT IS REQUIRED, ATTENUATION TEST RESULTS SHALL BE SUBMITTED BY THE INSTALLER TO THE OWNER PRIOR TO INSTALLATION OF THE SURFACE. THE RESULTS SHALL BE SUBMITTED ON LETTERHEAD OF THE INDEPENDENT TESTING LAB. IMPACT ATTENUATION RESULTS SHALL COMPLY WITH ASTM 1292 FOR THE CRITICAL FALL HEIGHT OF THE EQUIPMENT.	E. WARRANTY: SUBMIT MANUFACTURER'S WARRANTY.	F. CRUSHED AGGREGATE BASE	1. PER DRAWINGS.
3.2 EXAMINATION	A. VERIFY THAT PLAYGROUND EQUIPMENT FOOTINGS HAVE BEEN INSTALLED IN PROPER LOCATIONS AND AT PROPER ELEVATIONS.	B. VERIFY LOCATION OF UNDERGROUND UTILITIES AND FACILITIES IN THE PLAYGROUND AREA. DAMAGE TO UNDERGROUND UTILITIES AND FACILITIES WILL BE REPAIRED AT CONTRACTOR'S EXPENSE.	C. ANCHOR EQUIPMENT SECURELY BELOW THE BOTTOM ELEVATION OF THE RESILIENT SURFACING LAYER.	D. INSTALL WITHOUT SHARP POINTS, EDGES, OR PROTRUSIONS; ENTANGLEMENT HAZARDS; OR PINCH, CRUSH, OR SHEAR POINTS.	E. DO NOT MODIFY PLAY EVENTS ON SITE WITHOUT WRITTEN APPROVAL OF MANUFACTURER.	F. INSTALL REQUIRED SIGNAGE IF NOT FACTORY-INSTALLED.	G. ALL ELEMENTS REQUIRING SHOP DRAWINGS SHALL BE INSTALLED ONLY AFTER APPROVAL BY OWNER'S REPRESENTATIVE AND PLAYGROUND CONSULTANT.
	A. COORDINATE WORK WITH PREPARATION FOR AND INSTALLATION OF PROTECTIVE SURFACING SPECIFIED IN SECTION 32 18 16.13, THE RESILIENT PORTION OF THE PROTECTIVE SURFACING IS TO BE INSTALLED AFTER PLAYGROUND EQUIPMENT INSTALLATION.	B. INSTALL IN ACCORDANCE WITH CPSC PUB. NO. 325, ASTM F 1487, MANUFACTURER'S INSTRUCTIONS, AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.	C. ANCHOR EQUIPMENT SECURELY BELOW THE BOTTOM ELEVATION OF THE RESILIENT SURFACING LAYER.	D. INSTALL WITHOUT SHARP POINTS, EDGES, OR PROTRUSIONS; ENTANGLEMENT HAZARDS; OR PINCH, CRUSH, OR SHEAR POINTS.	E. DO NOT MODIFY PLAY EVENTS ON SITE WITHOUT WRITTEN APPROVAL OF MANUFACTURER.	F. INSTALL REQUIRED SIGNAGE IF NOT FACTORY-INSTALLED.	G. ALL ELEMENTS REQUIRING SHOP DRAWINGS SHALL BE INSTALLED ONLY AFTER APPROVAL BY OWNER'S REPRESENTATIVE AND PLAYGROUND CONSULTANT.
3.3 INSTALLATION	A. OWNER'S REPRESENTATIVE AND PLAYGROUND CONSULTANT WILL INSPECT PLAYGROUND EQUIPMENT AFTER INSTALLATION TO VERIFY THAT PLAYGROUND MEETS SPECIFIED DESIGN SAFETY AND ACCESSIBILITY REQUIREMENTS.	B. REPAIR OR REPLACE REJECTED WORK UNTIL COMPLIANCE IS ACHIEVED.	C. CLEAN PLAYGROUND EQUIPMENT OF CONSTRUCTION MATERIALS, DIRT, STAINS, FILINGS, AND BLEMISHES DUE TO SHIPMENT OR INSTALLATION. CLEAN IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS, USING CLEANING AGENTS AS RECOMMENDED BY MANUFACTURER.	D. CLEAN PLAYGROUND AREA OF EXCESS CONSTRUCTION MATERIALS, DEBRIS, AND WASTE.	E. REMOVE EXCESS AND WASTE MATERIAL AND DISPOSE OF OFF-SITE IN ACCORDANCE WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.	F. PROTECT INSTALLED PRODUCTS UNTIL SUBSTANTIAL COMPLETION.	B. REPLACE DAMAGED PRODUCTS BEFORE SUBSTANTIAL COMPLETION.
	A. THE FOLLOWING CHEMICALS MAY CAUSE DAMAGE TO THE BONDED RUBBER EXERCISE SURFACING AND SHOULD BE AVOIDED: DISINFECTANTS, CONCENTRATED CHLORINE BLEACH, GASOLINE, DIESEL FUEL, HYDRAULIC AND LUBRICATING OILS, ACIDS AND ORGANIC SOLVENTS.	B. DISSOLVED MINERALS AND OTHER CHEMICALS SUCH AS HYDROCHLORIDES FROM WATER PLAY AREAS, POOL SURROUNDS AND SIMILAR APPLICATION MAY CAUSE SURFACE DISCOLORATION.	C. AN AMBER SHADING MAY BE NOTICEABLE WHEN USING STANDARD BINDING AGENT.	D. AREAS IN EXCESS OF 1,000 SQUARE FEET OR COMPOSED OF ADJACENT COLORS MAY CONTAIN A COLD JOINT OR SEAM DUE TO THE NATURE OF THE INSTALLATION PROCESS. LARGE AREAS OR ADJACENT COLORS REQUIRE THE MATERIALS TO BE INSTALLED ON SEPARATE DAYS.	E. THE INSTALLED SURFACING SYSTEM SHALL BE WARRANTED BY THE MANUFACTURER AND THE INSTALLER FOR COLOR DEGRADATION AND FADING OF NOT LESS THAN 10% FOR A PERIOD OF NO LESS THAN FIVE YEARS FROM FINAL ACCEPTANCE OF THE SURFACING BY THE OWNER AND LANDSCAPE ARCHITECT.	F. BEFORE PLACING WOOD FIBER SURFACING, MARK PROPER DEPTH OF SURFACING ON ALL VERTICAL POSTS OF PLAY EQUIPMENT. THIS CAN BE DONE WITH PAINT OR PERMANENT LABELS PROVIDED BY THE PLAY EQUIPMENT MANUFACTURER. PLACE WOOD FIBER MATERIAL TO MEET OR EXCEED REQUIRED DEPTH.	
END OF SECTION		PART 3--EXECUTION		END OF SECTION 32 18 16		END OF SECTION	
PLAYGROUND PROTECTIVE SURFACING		HARDSCAPE / MATERIALS NOTES		15.2. COLD-WEATHER PROTECTION: DO NOT USE FROZEN MATERIALS OR MATERIALS MIXED OR COATED WITH ICE OR FROST. DO NOT BUILD ON FROZEN SUBGRADE OR SETTING BEDS. REMOVE AND REPLACE UNIT PAVEMENT WORK DAMAGED BY FROST OR FREEZING.		16. PROVIDE TEMPORARY BARRICADES AND WARNING LIGHTS AS REQUIRED FOR PROTECTION OF PROJECT WORK AND PUBLIC SAFETY.	
PART 1--GENERAL		PART 3--EXECUTION		17. PROTECT ADJACENT WORK FROM DAMAGE, SOILING AND STAINING DURING PAVING OPERATIONS.		18. REFERENCE STANDARDS	
1.1 SECTION INCLUDES	A. PROTECTIVE SURFACING FOR PLAYGROUND AREA.	B. MAINTENANCE AND CLEANING INSTRUCTIONS	C. WARRANTY	D. RELATED REQUIREMENTS	A. SECTION 02 41 01 - TREE PRESERVATION: EXISTING TREE PROTECTION REQUIREMENTS.	B. ASTM C 136 - TEST METHOD FOR SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES; 2006.	C. ASTM F 1292 - STANDARD SPECIFICATION FOR IMPACT ATTENUATION OF SURFACING MATERIALS WITHIN THE USE ZONE OF PLAYGROUND EQUIPMENT; 2004.
	A. US CONSUMER PRODUCT SAFETY COMMISSION (CPSC) PUBLIC PLAYGROUND SAFETY HANDBOOK	B. ASTM C 136 - TEST METHOD FOR SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES; 2006.	C. ASTM F 1292 - STANDARD SPECIFICATION FOR IMPACT ATTENUATION OF SURFACING MATERIALS WITHIN THE USE ZONE OF PLAYGROUND EQUIPMENT; 2004.	D. ASTM F 1951 - STANDARD SPECIFICATION FOR DETERMINATION OF ACCESSIBILITY OF SURFACE SYSTEMS UNDER AND AROUND PLAYGROUND EQUIPMENT	E. ASTM F 1487 - STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE; 2007A.	F. ASTM F 2075 - STANDARD SPECIFICATION FOR ENGINEERED WOOD FIBER FOR USE AS A PLAYGROUND SAFETY SURFACE UNDER AND AROUND PLAYGROUND EQUIPMENT; 2004.	G. CPSC PUB. NO. 325 - HANDBOOK FOR PUBLIC PLAYGROUND SAFETY; CONSUMER PRODUCTS SAFETY COMMISSION; 2008.
1.2 RELATED REQUIREMENTS	A. SECTION 02 41 01 - TREE PRESERVATION: EXISTING TREE PROTECTION REQUIREMENTS.	B. ASTM C 136 - TEST METHOD FOR SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES; 2006.	C. ASTM F 1292 - STANDARD SPECIFICATION FOR IMPACT ATTENUATION OF SURFACING MATERIALS WITHIN THE USE ZONE OF PLAYGROUND EQUIPMENT; 2004.	D. ASTM F 1951 - STANDARD SPECIFICATION FOR DETERMINATION OF ACCESSIBILITY OF SURFACE SYSTEMS UNDER AND AROUND PLAYGROUND EQUIPMENT	E. ASTM F 1487 - STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE; 2007A.	F. ASTM F 2075 - STANDARD SPECIFICATION FOR ENGINEERED WOOD FIBER FOR USE AS A PLAYGROUND SAFETY SURFACE UNDER AND AROUND PLAYGROUND EQUIPMENT; 2004.	G. CPSC PUB. NO. 325 - HANDBOOK FOR PUBLIC PLAYGROUND SAFETY; CONSUMER PRODUCTS SAFETY COMMISSION; 2008.
	A. THE FOLLOWING CHEMICALS MAY CAUSE DAMAGE TO THE BONDED RUBBER EXERCISE SURFACING AND SHOULD BE AVOIDED: DISINFECTANTS, CONCENTRATED CHLORINE BLEACH, GASOLINE, DIESEL FUEL, HYDRAULIC AND LUBRICATING OILS, ACIDS AND ORGANIC SOLVENTS.	B. DISSOLVED MINERALS AND OTHER CHEMICALS SUCH AS HYDROCHLORIDES FROM WATER PLAY AREAS, POOL SURROUNDS AND SIMILAR APPLICATION MAY CAUSE SURFACE DISCOLORATION.	C. AN AMBER SHADING MAY BE NOTICEABLE WHEN USING STANDARD BINDING AGENT.	D. AREAS IN EXCESS OF 1,000 SQUARE FEET OR COMPOSED OF ADJACENT COLORS MAY CONTAIN A COLD JOINT OR SEAM DUE TO THE NATURE OF THE INSTALLATION PROCESS. LARGE AREAS OR ADJACENT COLORS REQUIRE THE MATERIALS TO BE INSTALLED ON SEPARATE DAYS.	E. THE INSTALLED SURFACING SYSTEM SHALL BE WARRANTED BY THE MANUFACTURER AND THE INSTALLER FOR COLOR DEGRADATION AND FADING OF NOT LESS THAN 10% FOR A PERIOD OF NO LESS THAN FIVE YEARS FROM FINAL ACCEPTANCE OF THE SURFACING BY THE OWNER AND LANDSCAPE ARCHITECT.	F. BEFORE PLACING WOOD FIBER SURFACING, MARK PROPER DEPTH OF SURFACING ON ALL VERTICAL POSTS OF PLAY EQUIPMENT. THIS CAN BE DONE WITH PAINT OR PERMANENT LABELS PROVIDED BY THE PLAY EQUIPMENT MANUFACTURER. PLACE WOOD FIBER MATERIAL TO MEET OR EXCEED REQUIRED DEPTH.	
1.3 REFERENCE STANDARDS	A. US CONSUMER PRODUCT SAFETY COMMISSION (CPSC) PUBLIC PLAYGROUND SAFETY HANDBOOK	B. ASTM C 136 - TEST METHOD FOR SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES; 2006.	C. ASTM F 1292 - STANDARD SPECIFICATION FOR IMPACT ATTENUATION OF SURFACING MATERIALS WITHIN THE USE ZONE OF PLAYGROUND EQUIPMENT; 2004.	D. ASTM F 1951 - STANDARD SPECIFICATION FOR DETERMINATION OF ACCESSIBILITY OF SURFACE SYSTEMS UNDER AND AROUND PLAYGROUND EQUIPMENT	E. ASTM F 1487 - STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE; 2007A.	F. ASTM F 2075 - STANDARD SPECIFICATION FOR ENGINEERED WOOD FIBER FOR USE AS A PLAYGROUND SAFETY SURFACE UNDER AND AROUND PLAYGROUND EQUIPMENT; 2004.	G. CPSC PUB. NO. 325 - HANDBOOK FOR PUBLIC PLAYGROUND SAFETY; CONSUMER PRODUCTS SAFETY COMMISSION; 2008.
	A. THE FOLLOWING CHEMICALS MAY CAUSE DAMAGE TO THE BONDED RUBBER EXERCISE SURFACING AND SHOULD BE AVOIDED: DISINFECTANTS, CONCENTRATED CHLORINE BLEACH, GASOLINE, DIESEL FUEL, HYDRAULIC AND LUBRICATING OILS, ACIDS AND ORGANIC SOLVENTS.	B. DISSOLVED MINERALS AND OTHER CHEMICALS SUCH AS HYDROCHLORIDES FROM WATER PLAY AREAS, POOL SURROUNDS AND SIMILAR APPLICATION MAY CAUSE SURFACE DISCOLORATION.	C. AN AMBER SHADING MAY BE NOTICEABLE WHEN USING STANDARD BINDING AGENT.	D. AREAS IN EXCESS OF 1,000 SQUARE FEET OR COMPOSED OF ADJACENT COLORS MAY CONTAIN A COLD JOINT OR SEAM DUE TO THE NATURE OF THE INSTALLATION PROCESS. LARGE AREAS OR ADJACENT COLORS REQUIRE THE MATERIALS TO BE INSTALLED ON SEPARATE DAYS.	E. THE INSTALLED SURFACING SYSTEM SHALL BE WARRANTED BY THE MANUFACTURER AND THE INSTALLER FOR COLOR DEGRADATION AND FADING OF NOT LESS THAN 10% FOR A PERIOD OF NO LESS THAN FIVE YEARS FROM FINAL ACCEPTANCE OF THE SURFACING BY THE OWNER AND LANDSCAPE ARCHITECT.	F. BEFORE PLACING WOOD FIBER SURFACING, MARK PROPER DEPTH OF SURFACING ON ALL VERTICAL POSTS OF PLAY EQUIPMENT. THIS CAN BE DONE WITH PAINT OR PERMANENT LABELS PROVIDED BY THE PLAY EQUIPMENT MANUFACTURER. PLACE WOOD FIBER MATERIAL TO MEET OR EXCEED REQUIRED DEPTH.	

PART 2--PRODUCTS	
2.1 DESIGN CRITERIA	
A. BECAUSE THE SAFETY OF THE RUBBERIZED SURFACE AREA DEPENDS ON STRICT CONFORMANCE TO THE DESIGN CRITERIA, THIS INFORMATION IS PROVIDED FOR CONTRACTOR'S INFORMATION.	
1. THE TOP ELEVATION OF THE PROTECTIVE SURFACING IS INTENDED TO BE FLUSH WITH ADJACENT GRADES.	
B. IF DEVIATION FROM SPECIFIED DEPTH IS REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE LANDSCAPE ARCHITECT. IN THE CASE OF IMPACTING EXISTING TREES, THE OWNER'S CERTIFIED ARBORIST SHALL ALSO BE CONTACTED. THE CONTRACTOR SHALL TO MAKE ALL CHANGES REQUIRED TO MAINTAIN SPECIFIED TOP ELEVATION AND REQUIRED IMPACT ATTENUATION AT NO EXTRA COST TO OWNER; OBTAIN APPROVAL PRIOR TO PROCEEDING WITH ANY DEVIATIONS OF SPECIFIED DEPTH; FOLLOW APPROVAL REQUEST PROCEDURE AS SPECIFIED FOR SUBSTITUTIONS.	
2.2 MATERIALS	
A. PLAYGROUND GRASS ULTRA:	
1. MANUFACTURER: FOREVER LAWN OF OHIO, 4449 EASTON WAY, COLUMBUS,	

SUBMITTALS	
A. SEE SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS, FOR SUBMITTAL PROCEDURES.	
B. PRODUCT DATA: FOR ALL SURFACING PRODUCTS, PROVIDE MANUFACTURER'S PRODUCT DATA SHOWING MATERIALS OF CONSTRUCTION, COMPLIANCE WITH SPECIFIED STANDARDS, INSTALLATION PROCEDURES, AND SAFETY LIMITATIONS.	
1. INCLUDE IPEMA CERTIFICATIONS WHERE REQUIRED.	
2. ASTM 1028 SKID RESISTANCE TEST ON APPLICABLE PRODUCTS.	
3. MANUFACTURER'S TEST DATA CERTIFYING SPECIFIED DEPTH REQUIRED FOR PROPOSED EQUIPMENT FALL HEIGHTS.	
C. SAMPLES:	
1. FOR EACH PRODUCT FOR WHICH COLOR MUST BE SELECTED PROVIDE COLOR CHART SHOWING FULL RANGE OF COLORS AND ONE 6" X 6" SAMPLE FOR EACH PRODUCT WITH SPECIFIED TEXTURE, COLOR, AND THICKNESS.	
2. 2 QUART SAMPLE OF ENGINEERED WOOD FIBER MATERIAL	
D. MAINTENANCE DATA:	
1. FOR MANUFACTURED SURFACING PRODUCTS, PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE AND CLEANING INSTRUCTIONS AND LIST OF REPAIR PRODUCTS, WITH ADDRESS AND PHONE NUMBER OF SOURCE OF SUPPLY.	
2. ATTENUATION DATA: IF CRITICAL FALL HEIGHT IS REQUIRED, ATTENUATION TEST RESULTS SHALL BE SUBMITTED BY THE INSTALLER TO THE OWNER PRIOR TO INSTALLATION OF THE SURFACE. THE RESULTS SHALL BE SUBMITTED ON LETTERHEAD OF THE INDEPENDENT TESTING LAB. IMPACT ATTENUATION RESULTS SHALL COMPLY WITH ASTM 1292 FOR THE CRITICAL FALL HEIGHT OF THE EQUIPMENT.	
E. WARRANTY: SUBMIT MANUFACTURER'S WARRANTY.	
QUALITY ASSURANCE	
A. MAINTAIN ONE COPY OF THE LATEST EDITION OF ASTM F 1487 AND CPSC PUB. NO. 325 AT PROJECT SITE.	
B. MANUFACTURER QUALIFICATIONS: COMPANY REGULARLY ENGAGED IN MANUFACTURING PRODUCTS SPECIFIED IN THIS SECTION, WITH NOT LESS THAN THREE YEARS OF EXPERIENCE.	
1. SURFACING INSTALLED IN MINIMUM 10 SITES AND BEEN IN SUCCESSFUL SERVICE MINIMUM 5 YEARS.	
2. MANUFACTURER'S REPRESENTATIVE: PROVIDE NAME, COMPANY NAME AND ADDRESS, AND QUALIFICATIONS.	
C. INSTALLER QUALIFICATIONS: COMPANY CERTIFIED BY MANUFACTURER FOR TRAINING AND EXPERIENCE INSTALLING THE PROTECTIVE SURFACING; PROVIDE INSTALLER'S COMPANY NAME AND ADDRESS, AND TRAINING AND EXPERIENCE CERTIFICATE.	
DELIVERY, STORAGE, AND HANDLING	
A. DELIVERY: DELIVER MATERIALS TO SITE IN MANUFACTURER'S ORIGINAL, UNOPENED CONTAINERS AND PACKAGING, WITH LABELS CLEARLY IDENTIFYING PRODUCT NAME AND MANUFACTURER.	
B. STORAGE: STORE MATERIALS IN A DRY, COVERED AREA, ELEVATED ABOVE GRADE AT A MINIMUM TEMPERATURE OF 40 DEGREES F.	
C. HANDLING: PROTECT MATERIALS DURING HANDLING AND INSTALLATION TO PREVENT DAMAGE OR CONTAMINATION.	
ENVIRONMENTAL REQUIREMENTS	
A. MATERIAL TEMPERATURE: ENSURE MATERIAL TEMPERATURE IS A MINIMUM OF 40 DEGREES F AT TIME OF INSTALLATION.	
B. AIR TEMPERATURE: ENSURE AIR TEMPERATURE IS A MINIMUM OF 40 DEGREES F FOR A MINIMUM OF 24 HOURS BEFORE, DURING, AND A MINIMUM OF 72 HOURS AFTER INSTALLATION.	
C. PRECIPITATION: ENSURE NO PROSPECT OF PRECIPITATION DURING AND A MINIMUM OF 72 HOURS AFTER INSTALLATION.	
LIMITATIONS	
A. THE FOLLOWING CHEMICALS MAY CAUSE DAMAGE TO THE BONDED RUBBER EXERCISE SURFACING AND SHOULD BE AVOIDED: DISINFECTANTS, CONCENTRATED CHLORINE BLEACH, GASOLINE, DIESEL FUEL, HYDRAULIC AND LUBRICATING OILS, ACIDS AND ORGANIC SOLVENTS.	
B. DISSOLVED MINERALS AND OTHER CHEMICALS SUCH AS HYDROCHLORIDES FROM WATER PLAY AREAS, POOL SURROUNDS AND SIMILAR APPLICATION MAY CAUSE SURFACE DISCOLORATION.	
C. AN AMBER SHADING MAY BE NOTICEABLE WHEN USING STANDARD BINDING AGENT.	
D. AREAS IN EXCESS OF 1,000 SQUARE FEET OR COMPOSED OF ADJACENT COLORS MAY CONTAIN A COLD JOINT OR SEAM DUE TO THE NATURE OF THE INSTALLATION PROCESS. LARGE AREAS OR ADJACENT COLORS REQUIRE THE MATERIALS TO BE INSTALLED ON SEPARATE DAYS.	
E. THE INSTALLED SURFACING SYSTEM SHALL BE WARRANTED BY THE MANUFACTURER AND THE INSTALLER FOR COLOR DEGRADATION AND FADING OF NOT LESS THAN 10% FOR A PERIOD OF NO LESS THAN FIVE YEARS FROM FINAL ACCEPTANCE OF THE SURFACING BY THE OWNER AND LANDSCAPE ARCHITECT.	
F. BEFORE PLACING WOOD FIBER SURFACING, MARK PROPER DEPTH OF SURFACING ON ALL VERTICAL POSTS OF PLAY EQUIPMENT. THIS CAN BE DONE WITH PAINT OR PERMANENT LABELS PROVIDED BY THE PLAY EQUIPMENT MANUFACTURER. PLACE WOOD FIBER MATERIAL TO MEET OR EXCEED REQUIRED DEPTH.	
G. THE WRITTEN AND DATED WARRANTY MUST BE SUBMITTED TO THE OWNER BY THE MANUFACTURER AND/OR INSTALLER PRIOR TO RECEIVING FINAL PAYMENT.	
D.	
PART 2--PRODUCTS	
2.1 DESIGN CRITERIA	
A. BECAUSE THE SAFETY OF THE RUBBERIZED SURFACE AREA DEPENDS ON STRICT CONFORMANCE TO THE DESIGN CRITERIA, THIS INFORMATION IS PROVIDED FOR CONTRACTOR'S INFORMATION.	
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B. IF DEVIATION FROM SPECIFIED DEPTH IS REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE LANDSCAPE ARCHITECT. IN THE CASE OF IMPACTING EXISTING TREES, THE OWNER'S CERTIFIED ARBORIST SHALL ALSO BE CONTACTED. THE CONTRACTOR SHALL TO MAKE ALL CHANGES REQUIRED TO MAINTAIN SPECIFIED TOP ELEVATION AND REQUIRED IMPACT ATTENUATION AT NO EXTRA COST TO OWNER; OBTAIN APPROVAL PRIOR TO PROCEEDING WITH ANY DEVIATIONS OF SPECIFIED DEPTH; FOLLOW APPROVAL REQUEST PROCEDURE AS SPECIFIED FOR SUBSTITUTIONS.	
2.2 MATERIALS	
A. PLAYGROUND GRASS ULTRA:	
1. MANUFACTURER: FOREVER LAWN OF OHIO, 4449 EASTON WAY, COLUMBUS,	

SUBMITTALS	
A. SEE SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS, FOR SUBMITTAL PROCEDURES.	
B. PRODUCT DATA: FOR ALL SURFACING PRODUCTS, PROVIDE MANUFACTURER'S PRODUCT DATA SHOWING MATERIALS OF CONSTRUCTION, COMPLIANCE WITH SPECIFIED STANDARDS, INSTALLATION PROCEDURES, AND SAFETY LIMITATIONS.	
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C. SAMPLES:	
1. FOR EACH PRODUCT FOR WHICH COLOR MUST BE SELECTED PROVIDE COLOR CHART SHOWING FULL RANGE OF COLORS AND ONE 6" X 6" SAMPLE FOR EACH PRODUCT WITH SPECIFIED TEXTURE, COLOR, AND THICKNESS.	
2. 2 QUART SAMPLE OF ENGINEERED WOOD FIBER MATERIAL	
D. MAINTENANCE DATA:	
1. FOR MANUFACTURED SURFACING PRODUCTS, PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE AND CLEANING INSTRUCTIONS AND LIST OF REPAIR PRODUCTS, WITH ADDRESS AND PHONE NUMBER OF SOURCE OF SUPPLY.	
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E. WARRANTY: SUBMIT MANUFACTURER'S WARRANTY.	
QUALITY ASSURANCE	
A. MAINTAIN ONE COPY OF THE LATEST EDITION OF ASTM F 1487 AND CPSC PUB. NO. 325 AT PROJECT SITE.	
B. MANUFACTURER QUALIFICATIONS: COMPANY REGULARLY ENGAGED IN MANUFACTURING PRODUCTS SPECIFIED IN THIS SECTION, WITH NOT LESS THAN THREE YEARS OF EXPERIENCE.	
1. SURFACING INSTALLED IN MINIMUM 10 SITES AND BEEN IN SUCCESSFUL SERVICE MINIMUM 5 YEARS.	
2. MANUFACTURER'S REPRESENTATIVE: PROVIDE NAME, COMPANY NAME AND ADDRESS, AND QUALIFICATIONS.	
C. INSTALLER QUALIFICATIONS: COMPANY CERTIFIED BY MANUFACTURER FOR TRAINING AND EXPERIENCE INSTALLING THE PROTECTIVE SURFACING; PROVIDE INSTALLER'S COMPANY NAME AND ADDRESS, AND TRAINING AND EXPERIENCE CERTIFICATE.	
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B. STORAGE: STORE MATERIALS IN A DRY, COVERED AREA, ELEVATED ABOVE GRADE AT A MINIMUM TEMPERATURE OF 40 DEGREES F.	
C. HANDLING: PROTECT MATERIALS DURING HANDLING AND INSTALLATION TO PREVENT DAMAGE OR CONTAMINATION.	
ENVIRONMENTAL REQUIREMENTS	
A. MATERIAL TEMPERATURE: ENSURE MATERIAL TEMPERATURE IS A MINIMUM OF 40 DEGREES F AT TIME OF INSTALLATION.	
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C. PRECIPITATION: ENSURE NO PROSPECT OF PRECIPITATION DURING AND A MINIMUM OF 72 HOURS AFTER INSTALLATION.	
LIMITATIONS	
A. THE FOLLOWING CHEMICALS MAY CAUSE DAMAGE TO THE BONDED RUBBER EXERCISE SURFACING AND SHOULD BE AVOIDED: DISINFECTANTS, CONCENTRATED CHLORINE BLEACH, GASOLINE, DIESEL FUEL, HYDRAULIC AND LUBRICATING OILS, ACIDS AND ORGANIC SOLVENTS.	
B. DISSOLVED MINERALS AND OTHER CHEMICALS SUCH AS HYDROCHLORIDES FROM WATER PLAY AREAS, POOL SURROUNDS AND SIMILAR APPLICATION MAY CAUSE SURFACE DISCOLORATION.	
C. AN AMBER SHADING MAY BE NOTICEABLE WHEN USING STANDARD BINDING AGENT.	
D. AREAS IN EXCESS OF 1,000 SQUARE FEET OR COMPOSED OF ADJACENT COLORS MAY CONTAIN A COLD JOINT OR SEAM DUE TO THE NATURE OF THE INSTALLATION PROCESS. LARGE AREAS OR ADJACENT COLORS REQUIRE THE MATERIALS TO BE INSTALLED ON SEPARATE DAYS.	
E. THE INSTALLED SURFACING SYSTEM SHALL BE WARRANTED BY THE MANUFACTURER AND THE INSTALLER FOR COLOR DEGRADATION AND FADING OF NOT LESS THAN 10% FOR A PERIOD OF NO LESS THAN FIVE YEARS FROM FINAL ACCEPTANCE OF THE SURFACING BY THE OWNER AND LANDSCAPE ARCHITECT.	
F. BEFORE PLACING WOOD FIBER SURFACING, MARK PROPER DEPTH OF SURFACING ON ALL VERTICAL POSTS OF PLAY EQUIPMENT. THIS CAN BE DONE WITH PAINT OR PERMANENT LABELS PROVIDED BY THE PLAY EQUIPMENT MANUFACTURER. PLACE WOOD FIBER MATERIAL TO MEET OR EXCEED REQUIRED DEPTH.	
G. THE WRITTEN AND DATED WARRANTY MUST BE SUBMITTED TO THE OWNER BY THE MANUFACTURER AND/OR INSTALLER PRIOR TO RECEIVING FINAL PAYMENT.	
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PART 2--PRODUCTS	
2.1 DESIGN CRITERIA	
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2.2 MATERIALS	
A. PLAYGROUND GRASS ULTRA:	
1. MANUFACTURER: FOREVER LAWN OF OHIO, 4449 EASTON WAY, COLUMBUS,	

SUBMITTALS	
A. SEE SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS, FOR SUBMITTAL PROCEDURES.	
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2. ASTM 1028 SKID RESISTANCE TEST ON APPLICABLE PRODUCTS.	
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QUALITY ASSURANCE	
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C. AN AMBER SHADING MAY BE NOTICEABLE WHEN USING STANDARD BINDING AGENT.	
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F. BEFORE PLACING WOOD FIBER SURFACING, MARK PROPER DEPTH OF SURFACING ON ALL VERTICAL POSTS OF PLAY EQUIPMENT. THIS CAN BE DONE WITH PAINT OR PERMANENT LABELS PROVIDED BY THE PLAY EQUIPMENT MANUFACTURER. PLACE WOOD FIBER MATERIAL TO MEET OR EXCEED REQUIRED DEPTH.	
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D.	
PART 2--PRODUCTS	
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2.2 MATERIALS	
A. PLAYGROUND GRASS ULTRA:	
1. MANUFACTURER: FOREVER LAWN OF OHIO, 4449 EASTON WAY, COLUMBUS,	

SUBMITTALS	
A. SEE SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS, FOR SUBMITTAL PROCEDURES.	
B. PRODUCT DATA: FOR ALL SURFACING PRODUCTS, PROVIDE MANUFACTURER'S PRODUCT DATA SHOWING MATERIALS OF CONSTRUCTION, COMPLIANCE WITH SPECIFIED STANDARDS, INSTALLATION PROCEDURES, AND SAFETY LIMITATIONS.	
1. INCLUDE IPEMA CERTIFICATIONS WHERE REQUIRED.	
2. ASTM 1028 SKID RESISTANCE TEST ON APPLICABLE PRODUCTS.	
3. MANUFACTURER'S TEST DATA CERTIFYING SPECIFIED DEPTH REQUIRED FOR PROPOSED EQUIPMENT FALL HEIGHTS.	
C. SAMPLES:	
1. FOR EACH PRODUCT FOR WHICH COLOR MUST BE SELECTED PROVIDE COLOR CHART SHOWING FULL RANGE OF COLORS AND ONE 6" X 6" SAMPLE FOR EACH PRODUCT WITH SPECIFIED TEXTURE, COLOR, AND THICKNESS.	
2. 2 QUART SAMPLE OF ENGINEERED WOOD FIBER MATERIAL	
D. MAINTENANCE DATA:	
1. FOR MANUFACTURED SURFACING PRODUCTS, PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE AND CLEANING INSTRUCTIONS AND LIST OF REPAIR PRODUCTS, WITH ADDRESS AND PHONE NUMBER OF SOURCE OF SUPPLY.	
2. ATTENUATION DATA: IF CRITICAL FALL HEIGHT IS REQUIRED, ATTENUATION TEST RESULTS SHALL BE SUBMITTED BY THE INSTALLER TO THE OWNER PRIOR TO INSTALLATION OF THE SURFACE. THE RESULTS SHALL BE SUBMITTED ON LETTERHEAD OF THE INDEPENDENT TESTING LAB. IMPACT ATTENUATION RESULTS SHALL COMPLY WITH ASTM 1292 FOR THE CRITICAL FALL HEIGHT OF THE EQUIPMENT.	
E. WARRANTY: SUBMIT MANUFACTURER'S WARRANTY.	
QUALITY ASSURANCE	
A. MAINTAIN ONE COPY OF THE LATEST EDITION OF ASTM F 1487 AND CPSC PUB. NO. 325 AT PROJECT SITE.	
B. MANUFACTURER QUALIFICATIONS: COMPANY REGULARLY ENGAGED IN MANUFACTURING PRODUCTS SPECIFIED IN THIS SECTION, WITH NOT LESS THAN THREE YEARS OF EXPERIENCE.	
1. SURFACING INSTALLED IN MINIMUM 10 SITES AND BEEN IN SUCCESSFUL SERVICE MINIMUM 5 YEARS.	
2. MANUFACTURER'S REPRESENTATIVE: PROVIDE NAME, COMPANY NAME AND ADDRESS, AND QUALIFICATIONS.	
C. INSTALLER QUALIFICATIONS: COMPANY CERTIFIED BY MANUFACTURER FOR TRAINING AND EXPERIENCE INSTALLING THE PROTECTIVE SURFACING; PROVIDE INSTALLER'S COMPANY NAME AND ADDRESS, AND TRAINING AND EXPERIENCE CERTIFICATE.	
DELIVERY, STORAGE, AND HANDLING	
A. DELIVERY: DELIVER MATERIALS TO SITE IN MANUFACTURER'S ORIGINAL, UNOPENED CONTAINERS AND PACKAGING, WITH LABELS CLEARLY IDENTIFYING PRODUCT NAME AND MANUFACTURER.	
B. STORAGE: STORE MATERIALS IN A DRY, COVERED AREA, ELEVATED ABOVE GRADE AT A MINIMUM TEMPERATURE OF 40 DEGREES F.	
C. HANDLING: PROTECT MATERIALS DURING HANDLING AND INSTALLATION TO PREVENT DAMAGE OR CONTAMINATION.	
ENVIRONMENTAL REQUIREMENTS	
A. MATERIAL TEMPERATURE: ENSURE MATERIAL TEMPERATURE IS A MINIMUM OF 40 DEGREES F AT TIME OF INSTALLATION.	
B. AIR TEMPERATURE: ENSURE AIR TEMPERATURE IS A MINIMUM OF 40 DEGREES F FOR A MINIMUM OF 24 HOURS BEFORE, DURING, AND A MINIMUM OF 72 HOURS AFTER INSTALLATION.	
C. PRECIPITATION: ENSURE NO PROSPECT OF PRECIPITATION DURING AND A MINIMUM OF 72 HOURS AFTER INSTALLATION.	
LIMITATIONS	
A. THE FOLLOWING CHEMICALS MAY CAUSE DAMAGE TO THE BONDED RUBBER EXERCISE SURFACING AND SHOULD BE AVOIDED: DISINFECTANTS, CONCENTRATED CHLORINE BLEACH, GASOLINE, DIESEL FUEL, HYDRAULIC AND LUBRICATING OILS, ACIDS AND ORGANIC SOLVENTS.	
B. DISSOLVED MINERALS AND OTHER CHEMICALS SUCH AS HYDROCHLORIDES FROM WATER PLAY AREAS, POOL SURROUNDS AND SIMILAR APPLICATION MAY CAUSE SURFACE DISCOLORATION.	
C. AN AMBER SHADING MAY BE NOTICEABLE WHEN USING STANDARD BINDING AGENT.	
D. AREAS IN EXCESS OF 1,000 SQUARE FEET OR COMPOSED OF ADJACENT COLORS MAY CONTAIN A COLD JOINT OR SEAM DUE TO THE NATURE OF THE INSTALLATION PROCESS. LARGE AREAS OR ADJACENT COLORS REQUIRE THE MATERIALS TO BE INSTALLED ON SEPARATE DAYS.	
E. THE INSTALLED SURFACING SYSTEM SHALL BE WARRANTED BY THE MANUFACTURER AND THE INSTALLER FOR COLOR DEGRADATION AND FADING OF NOT LESS THAN 10% FOR A PERIOD OF NO LESS THAN FIVE YEARS FROM FINAL ACCEPTANCE OF THE SURFACING BY THE OWNER AND LANDSCAPE ARCHITECT.	
F. BEFORE PLACING WOOD FIBER SURFACING, MARK PROPER DEPTH OF SURFACING ON ALL VERTICAL POSTS OF PLAY EQUIPMENT. THIS CAN BE DONE WITH PAINT OR PERMANENT LABELS PROVIDED BY THE PLAY EQUIPMENT MANUFACTURER. PLACE WOOD FIBER MATERIAL TO MEET OR EXCEED REQUIRED DEPTH.	
G. THE WRITTEN AND DATED WARRANTY MUST BE SUBMITTED TO THE OWNER BY THE MANUFACTURER AND/OR INSTALLER PRIOR TO RECEIVING FINAL PAYMENT.	
D.	
PART 2--PRODUCTS	
2.1 DESIGN CRITERIA	
A. BECAUSE THE SAFETY OF THE RUBBERIZED SURFACE AREA DEPENDS ON STRICT CONFORMANCE TO THE DESIGN CRITERIA, THIS INFORMATION IS PROVIDED FOR CONTRACTOR'S INFORMATION.	
1. THE TOP ELEVATION OF THE PROTECTIVE SURFACING IS INTENDED TO BE FLUSH WITH ADJACENT GRADES.	
B. IF DEVIATION FROM SPECIFIED DEPTH IS REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE LANDSCAPE ARCHITECT. IN THE CASE OF IMPACTING EXISTING TREES, THE OWNER'S CERTIFIED ARBORIST SHALL ALSO BE CONTACTED. THE CONTRACTOR SHALL TO MAKE ALL CHANGES REQUIRED TO MA	

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A. BENCHES

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G. AWS D1.1 - STRUCTURAL WELDING CODE - STEEL; AMERICAN WELDING SOCIETY; 2002.

1.3 SUBMITTALS

A. SEE ADMINISTRATIVE REQUIREMENTS SECTION, FOR SUBMITTAL PROCEDURES.

B. PRODUCT DATA: MANUFACTURER'S DATA SHEETS ON EACH PRODUCT SPECIFIED, INCLUDING DETAILED INSTALLATION DIAGRAMS AND RECOMMENDED INSTALLATION METHODS.

C. SELECTION SAMPLES: FOR EACH PRODUCT SPECIFIED, TWO SETS OF CHIPS REPRESENTING MANUFACTURER'S COLORS/FINISHES AS SPECIFIED.

2.1 MANUFACTURERS AND PRODUCTS

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B. BENCH

1. MANUFACTURER: LANDSCAPE STRUCTURES

601 7TH STREET SOUTH

DELANO, MN 55328

888-438-6574

WWW.PLAYLSI.COM

INFO@PLAYLSI.COM

2. MODEL: 186583

3. PLASTIC COLOR: CEDAR/MINK BLEND;

4. METAL COLOR: BROWN PROSHIELD FINISH

5. SIZE: 70"

2.2 FABRICATION

A. SHOP ASSEMBLE SITE FURNISHINGS FOR DELIVERY TO SITE IN UNITS EASILY HANDLED AND TO PERMIT SHIPMENT WITHOUT DISASSEMBLY.

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G. AWS D1.1 - STRUCTURAL WELDING CODE - STEEL; AMERICAN WELDING SOCIETY; 2002.

1.3 SUBMITTALS

A. SEE ADMINISTRATIVE REQUIREMENTS SECTION, FOR SUBMITTAL PROCEDURES.

B. PRODUCT DATA: MANUFACTURER'S DATA SHEETS ON EACH PRODUCT SPECIFIED, INCLUDING DETAILED INSTALLATION DIAGRAMS AND RECOMMENDED INSTALLATION METHODS.

C. SELECTION SAMPLES: FOR EACH PRODUCT SPECIFIED, TWO SETS OF CHIPS REPRESENTING MANUFACTURER'S COLORS/FINISHES AS SPECIFIED.

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B. BENCH

1. MANUFACTURER: LANDSCAPE STRUCTURES

601 7TH STREET SOUTH

DELANO, MN 55328

888-438-6574

WWW.PLAYLSI.COM

INFO@PLAYLSI.COM

2. MODEL: 186583

3. PLASTIC COLOR: CEDAR/MINK BLEND;

4. METAL COLOR: BROWN PROSHIELD FINISH

5. SIZE: 70"

2.2 FABRICATION

A. SHOP ASSEMBLE SITE FURNISHINGS FOR DELIVERY TO SITE IN UNITS EASILY HANDLED AND TO PERMIT SHIPMENT WITHOUT DISASSEMBLY.

B. ENSURE THAT WORK IS SMOOTH AND FREE OF EDGES THAT COULD SNAG CLOTHING OR CAUSE INJURY.

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PART 3 - EXECUTION

3.1 SITE EXAMINATION

A. PRIOR TO INSTALLATION OF SOILS, EXAMINE SITE TO CONFIRM THAT EXISTING CONDITIONS ARE SATISFACTORY FOR THE WORK OF THIS SECTION TO PROCEED.

1. CONFIRM THAT THE SUBGRADE IS AT THE PROPER ELEVATION AND COMPACTED AS REQUIRED.

2. CONFIRM THAT THE SURFACE OF ALL AREAS TO BE FILLED WITH PLANTING SOILS ARE FREE OF CONSTRUCTION DEBRIS, REFUSE, COMPRESSIBLE OR BIODEGRADABLE MATERIALS, STONES GREATER THAN 2 INCHES IN DIAMETER, SOIL CRUSTING FILMS OF SILT OR CLAY, AND/OR STANDING WATER. REMOVE UNSUITABLE MATERIAL FROM THE SITE.

3. CONFIRM NO ADVERSE DRAINAGE CONDITIONS ARE PRESENT.

4. CONFIRM THAT NO CONDITIONS ARE PRESENT WHICH ARE DETRIMENTAL TO PLANT GROWTH.

5. CONFIRM THAT UTILITY WORK HAS BEEN COMPLETED PER THE DRAWINGS.

6. CONFIRM THAT IRRIGATION WORK, WHICH IS SHOWN TO BE INSTALLED BELOW PREPARED SOIL LEVELS, HAS BEEN COMPLETED.

B. IF UNSATISFACTORY CONDITIONS ARE ENCOUNTERED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY TO DETERMINE CORRECTIVE ACTION BEFORE PROCEEDING.

3.2 COORDINATION WITH PROJECT WORK

A. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER WORK THAT MAY IMPACT THE COMPLETION OF THE WORK.

B. PRIOR TO THE START OF WORK, PREPARE A DETAILED SCHEDULE OF THE WORK FOR COORDINATION WITH OTHER TRADES.

C. COORDINATE THE INSTALLATION OF ANY IRRIGATION LINES, HEADS OR THE CONDUITS OF OTHER UTILITY LINES THAT ARE IN CONFLICT WITH TREE LOCATIONS. ROOT BALLS SHALL NOT BE ALTERED TO FIT AROUND LINES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS ENCOUNTERED.

D. PORTIONS OF THIS WORK AREA ARE OVER AN UNDERGROUND ODOT TUNNEL. CONTRACTOR TO COORDINATE WORK EFFORTS WITH OWNER AND CIVIL ENGINEER FOR COORDINATION, ANY LIMITATIONS ON ACCESS OR EQUIPMENT TYPES AND LEVELS OF PROTECTION OF WATERPROOFING AND DRAINAGE THAT MAY BE REQUIRED. IF DEPTHS INDICATED ON PLAN ARE NOT ATTAINABLE, NOTIFY LANDSCAPE ARCHITECT.

3.3 INSTALLATION

A. SEQUENCING OF WORK TO PREVENT COMPACTION

1. ALL EQUIPMENT UTILIZED TO INSTALL OR GRADE PLANTING SOILS SHALL BE WIDE TRACK OR BALLOON TIRE MACHINES RATED WITH A GROUND PRESSURE OF 4 PSI OR LESS. ALL GRADING AND SOIL DELIVERY EQUIPMENT SHALL HAVE BUCKETS EQUIPPED WITH 6 INCH LONG TEETH TO SCARIFY ANY SOIL THAT BECOMES COMPACTED.

2. PHASE WORK SUCH THAT EQUIPMENT TO DELIVER OR GRADE SOIL DOES NOT HAVE TO OPERATE OVER PREVIOUSLY INSTALLED SOILS. WORK IN ROWS OF LIFTS THE WIDTH OF THE EXTENSION OF THE BUCKET ON THE LOADER. INSTALL ALL LIFTS IN ONE ROW BEFORE PROCEEDING TO THE NEXT. WORK OUT FROM THE FURTHEST PART OF EACH BED FROM THE SOIL DELIVERY POINT TO THE EDGE OF EACH BED AREA.

3. WHERE POSSIBLE PLACE LARGE TREES FIRST AND FILL PLANTING SOIL AROUND THE ROOT BALL.

4. WHERE TRAVEL OVER INSTALLED SOIL IS UNAVOIDABLE, LIMIT PATHS OF TRAFFIC TO REDUCE THE IMPACT OF COMPACTION IN PLANTING SOIL. WHERE POSSIBLE, USE PLYWOOD, STEEL OR OTHER APPROVED SHEETING AS DIRECTED BY LANDSCAPE ARCHITECT TO PROTECT SOILS BENEATH FROM COMPACTION. COMPLY WITH THE PARAGRAPH "COMPACTION REDUCTION" (SECTION 3.03 B) IN THE EVENT THAT SOIL BECOMES OVER COMPACTED.

5. THE DEPTHS AND GRADES SHOWN ON THE DRAWINGS ARE THE FINAL GRADES AFTER SETTLEMENT AND SHRINKAGE OF THE INSTALLED SOILS. THE CONTRACTOR SHALL INSTALL ALL SOILS AT A HIGHER LEVEL TO ANTICIPATE THIS REDUCTION IN SOIL VOLUME. A MINIMUM SETTLEMENT OF APPROXIMATELY 10-15% OF THE SOIL DEPTH IS EXPECTED.

6. MAINTAIN MOISTURE CONDITIONS WITHIN THE PLANTING SOILS DURING INSTALLATION OR MODIFICATION TO ALLOW FOR SATISFACTORY COMPACTION. SUSPEND OPERATIONS IF THE SOIL BECOMES WET. APPLY WATER IF THE SOIL IS OVERLY DRY.

7. PROVIDE ADEQUATE EQUIPMENT TO ACHIEVE CONSISTENT AND UNIFORM COMPACTION OF THE PLANTING SOILS. USE THE SMALLEST EQUIPMENT THAT CAN REASONABLY PERFORM THE TASK OF SPREADING AND COMPACTION.

8. DO NOT PASS MOTORIZED EQUIPMENT OVER PREVIOUSLY INSTALLED AND COMPACTED SOIL EXCEPT AS AUTHORIZED BELOW.

a. LIGHT WEIGHT EQUIPMENT SUCH AS TRENCHING MACHINES OR MOTORIZED WHEEL BARROWS IS PERMITTED TO PASS OVER FINISHED SOIL WORK.

b. IF WORK AFTER THE INSTALLATION AND COMPACTION OF SOIL COMPACTS THE SOIL TO LEVELS GREATER THAN DESIRED, FOLLOW THE REQUIREMENTS OF THE PARAGRAPH "OVER COMPACTION REDUCTION" BELOW.

B. IN PERFORMING THIS WORK, CONTRACTOR SHALL AVOID DAMAGE TO ANY EXISTING STRUCTURES OR FEATURES OF THE PARK OR FEATURES UNDER CONSTRUCTION, SUCH AS DRAINAGE AND IRRIGATION SYSTEMS. THE CONTRACTOR AT HIS OWN EXPENSE SHALL REPAIR ANY SUCH DAMAGE.

C. OVER COMPACTION REDUCTION

1. ANY SOIL THAT BECOMES COMPACTED TO A GREATER DENSITY THAN SPECIFIED HEREIN SHALL BE DUG UP AND REINSTALLED. SEE PARAGRAPH 1.06 D "SOIL COMPACTION TESTING" IN THIS SECTION FOR ACCEPTABLE COMPACTION LEVELS. THIS REQUIREMENT INCLUDES COMPACTION CAUSED BY OTHER SUB-CONTRACTORS AFTER THE SOIL IS INSTALLED AND APPROVED.

2. SURFACE ROTO-TILLING SHALL NOT BE CONSIDERED ADEQUATE TO REDUCE OVER COMPACTION AT LEVELS 6 INCHES OR GREATER BELOW FINISHED GRADE.

D. TOPSOIL & PLANTING SOIL MIX INSTALLATION

1. PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.

2. PREPARE SUBSOIL TO ELIMINATE UNEVEN AREAS. MAINTAIN PROFILES AND CONTOURS. MAKE CHANGES IN GRADE GRADUAL. BLEND SLOPES INTO LEVEL AREAS. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.

3. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, OTHER FACILITIES, AND LAWNS AND EXISTING EXTERIOR PLANTS FROM DAMAGE CAUSED BY SOIL INSTALLATION OPERATIONS.

E. PLANTING SOIL MIXES THROUGHOUT THE PLANTING AREAS ON-SITE SHALL THEN BE CAREFULLY SMOOTHED AND COMPACTED TO THE FINISHED GRADE BY ALTERNATELY RAKING, WATERING AND ROLLING. THE PLANTING AREAS SHALL THEN BE CHECKED FOR IRREGULARITIES AND ADJUSTED TO A

UNIFORM GRADE. COMPACTION OF THE PLANTING MIXES SHALL BE WITHIN THE RANGE OF 85% TO 90% AND SHALL BE TESTED VIA NUCLEAR METHODS BY THE GEO-TECHNICAL ENGINEER ON THE SITE DURING CONSTRUCTION.

F. PREVENT CONTAMINATION OR MIXING OF PLANTING SOIL MIXES AND SUBGRADE SOIL. MATERIAL REMOVE CONTAMINATED MATERIALS AS DIRECTED BY THE LANDSCAPE ARCHITECT. MATERIALS TRUCKED INTO THE SITE MUST BE DONE IN SUCH A MANNER AS NOT TO ALTER THE SUBGRADE AND/OR DAMAGE DRAINAGE AND IRRIGATION DITCHES AND SYSTEMS. MATERIALS SHALL BE HANDLED IN A FASHION TO PREVENT THE MIXING OF OTHER SOIL AND MATERIALS WITH THE PLANTING SOIL MIXES.

1. PLACE TOPSOIL DURING DRY WEATHER AND ON DRY UNFROZEN SUBGRADE.

2. SPREAD TOPSOIL AND RAKE UNTIL SMOOTH.

3. MANUALLY SPREAD TOPSOIL AROUND TREES, PLANTS AND HARDSCAPES TO PREVENT DAMAGE.

4. WHILE SPREADING TOPSOIL, REMOVE FOREIGN MATERIALS, WEEDS AND UNDESIRABLE PLANTS AND THEIR ROOTS. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION. LEGALLY DISPOSE OF ALL REMOVED ITEMS OFF PARK BOARD PROPERTY.

5. GRADE TOPSOIL TO ELIMINATE ROUGH, LOW OR SOFT AREAS, AND TO ENSURE POSITIVE DRAINAGE. FINISHED GRADE SHALL BE WITHIN PLUS OR MINUS 0.1 FEET OF THE ELEVATION SHOWN ON THE DRAWINGS.

6. LEAVE STOCKPILE AREA AND SITE CLEAN AND RAKED, READY TO RECEIVE LANDSCAPING.

G. SOIL TYPE SHALL BE PLACED TO THICKNESSES, ELEVATIONS AND LOCATIONS AS SHOWN ON THE CONSTRUCTION DRAWINGS AND DETAILS OR AS OTHERWISE CALLED OUT IN THE SPECIFICATIONS.

END OF SECTION

PLANTING NOTES

1. INSTALLER QUALIFICATIONS: A QUALIFIED LANDSCAPE INSTALLER WHOSE WORK HAS RESULTED IN SUCCESSFUL ESTABLISHMENT OF EXTERIOR PLANTS FOR PROJECTS OF SIMILAR TYPE AND SIZE. INSTALLER'S FIELD SUPERVISION: REQUIRE INSTALLER TO MAINTAIN AN EXPERIENCED FULL-TIME SUPERVISOR ON PROJECT SITE WHEN EXTERIOR PLANTING IS IN PROGRESS.
2. SUBMITTALS:
- 2.A. INSTALLER QUALIFICATION DATA: PROVIDE PROOF OF FIVE (5) OR MORE COMPARABLE SUCCESSFUL INSTALLATIONS & RELATED REFERENCES.
- 2.B. MATERIAL LIST - PROVIDE LIST OF EACH LANDSCAPE MATERIAL (TREES, SHRUBS, PERENNIALS, SEED MIX, SOD) AND IDENTIFY INTENDED TYPE AND NURSERY SOURCE AND CERTIFICATION FROM SEED AND SOD SUPPLIERS OF GRASS SPECIES.
3. PHOTOGRAPH OF TREES - SUBMIT IMAGES WITHIN 14 DAYS OF ANTICIPATED DELIVERY TO SITE OF EACH PLACE SPECIES OF EACH SIZE AND QUALITY GRADE. EACH SPECIES PHOTO SHALL INCLUDE: 1) SCALE - YARDSTICK OR PERSON TO PROVIDE SCALE; 2) BACKGROUND - ENSURE FORM AND CONDITION OF PLANT IS CLEAR FROM BACKGROUND; 3) IDENTIFICATION - PROVIDE NAME OF PROJECT AND OWNER, NAME AND ADDRESS OF GROWER, DATE PHOTOGRAPH WAS TAKEN, SPECIES NAME AND QUALITY GRADE, AND DATE TREE WAS DUG OR WILL BE DUG.
4. PHOTOGRAPHS OF STONE MATERIAL
- 4.A. CONTRACTOR SHALL SUBMIT PHOTOS TO THE LANDSCAPE ARCHITECT OF SAMPLE COLOR, SIZE AND CHARACTER OF BOULDERS AND STONE STEPS. STONES SHALL BE FREE OF MUD AND GRAVEL AT TIME OF PHOTO.
- 4.B. CONTRACTOR TO PROVIDE REPRESENTATIVE SAMPLES OF EACH TYPE OF STONE
5. MOCK-UPS: PROVIDE MOCK-UPS OF EACH STONE TYPE LISTED IN SECTION 2 PRODUCTS. MOCK-UPS SHALL BE APPROXIMATELY PROPORTIONATE IN SIZE TO THE TYPE OF STONE BEING INSTALLED TO ALLOW A SOLID REPRESENTATION OF THE STONE INSTALLATION.
6. FINAL GRADING SHALL BE COMPLETED PRIOR TO PLANTING OR PLANTING LAYOUT. THIS SHOULD INCLUDE DRAINAGE PER THE GRADING PLAN AND TOPSOIL AS SPECIFIED.
7. UNLESS NOTED, TREE AND PLANTING BED LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL STAKE OUT ALL LOCATIONS IN FIELD FOR REVIEW BY THE LANDSCAPE ARCHITECT.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS OR MAY LIMIT PROPER PLANT GROWTH.
9. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING, REMOVAL OF MISCELLANEOUS DEBRIS AND ANY ADDITIONAL FILL PER TOPSOIL REQUIREMENTS REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING IN ALL PLANTING AREAS.
10. PLANT SPACING IS AS INDICATED ON 'PLANT SCHEDULE' UNLESS OTHERWISE NOTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE REMARKS.
11. TREES LOCATED IN AREAS PLANTED WITH STANDARD TURF SHOULD HAVE A MINIMUM 8" DIA. MULCH RING AROUND THE TRUNK.
12. ALL BALLED AND BURLAPPED PLANT MATERIAL TO BE GROWN IN SAME USDA ZONE AS PROJECT SITE. ANY MATERIAL SOUTH OF PROJECT SITE USDA ZONE WITHOUT PRIOR APPROVAL OF LANDSCAPE ARCHITECT WILL NOT BE ACCEPTED.
13. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1, "AMERICAN STANDARD FOR NURSERY STOCK."
14. MEASURE ACCORDING TO ANSI Z60.1 WITH BRANCHES AND TRUNKS OR CANES IN THEIR NORMAL POSITION. DO NOT PRUNE TO OBTAIN REQUIRED SIZES. TAKE CALIPER MEASUREMENTS 6 INCHES (150 MM) ABOVE GROUND FOR TREES UP TO 4-INCH (100-MM) CALIPER SIZE, AND 12 INCHES (300 MM) ABOVE GROUND FOR LARGER SIZES. MEASURE MAIN BODY OF TREE OR SHRUB FOR HEIGHT AND SPREAD; DO NOT MEASURE BRANCHES OR ROOTS TIP-TO-TIP.
15. WARRANTY: WARRANT ALL EXTERIOR PLANTS, FOR ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH.
16. REPLACEMENTS: REMOVE DEAD EXTERIOR PLANTS IMMEDIATELY. REPLACE IMMEDIATELY UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON. REPLACEMENTS SHALL BE THE SIZE AND SPECIES AS SPECIFIED WITH A NEW WARRANTY COMMENCING ON DATE OF REPLACEMENT. REPLACE EXTERIOR PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD AS DETERMINED BY LANDSCAPE ARCHITECT.
17. INSTALLATION COORDINATION: PLANT DURING THE FOLLOWING PERIODS.

- COORDINATE PLANTING PERIODS WITH MAINTENANCE PERIODS TO PROVIDE REQUIRED MAINTENANCE FROM DATE OF SUBSTANTIAL COMPLETION. DECIDUOUS & EVERGREEN MATERIAL: MARCH 1 TO MAY 30 OR SEPTEMBER 15 TO DECEMBER 1. HERBACEOUS MATERIAL: MARCH 1 TO MAY 30 OR SEPTEMBER 15 TO OCTOBER 31. OTHER PLANTING TIMES MAY BE CONSIDERED WITH PRIOR APPROVAL; IF THE PLANT MATERIAL IS DORMANT OR IF PLANT MATERIAL HAS BEEN DUG DURING DORMANCY AND HAS BEEN MAINTAINED IN A HOLDING AREA FOR AT LEAST TWO WEEKS AND NOT MORE THAN SIX WEEKS WITHOUT SIGNS OF WILTING, SCORCHING, OR OTHER SIGNS OF STRESS.
18. MAINTENANCE: MAINTAIN TREES, SHRUBS, PERENNIALS, GROUND COVER AND LAWN TURF FOR ONE YEAR FROM SUBSTANTIAL COMPLETION. MAINTENANCE INCLUDES BUT IS NOT LIMITED TO: PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, TIGHTENING AND REPAIRING STAKES AND GUY SUPPORTS, AND RESETTling TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS, RESEED OR PATCH SEEDED AREAS. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE. RESTORE OR REPLACE DAMAGED TREE WRAPPINGS. CONTRACTOR TO PROVIDE OWNER 30 DAY NOTICE BEFORE END OF MAINTENANCE PERIOD. MAINTENANCE OF IRRIGATION SYSTEM SHALL ALSO BE INCLUDED IN MAINTENANCE PERIOD. CONTRACTOR RESPONSIBLE FOR WATER, WATERING, RAINFALL AND IRRIGATION SHALL SUPPLY A MINIMUM OF ONE INCH OF WATER PER WEEK.
19. PLANTING BEDLINES SHALL HAVE SMOOTH CURVES AND TRANSITION BETWEEN CURVES. EDGES SHALL BE CUT TO A DEPTH OF 4" AND BACKFILLED WITH MULCH.
20. MULCH: SHREDDED DARK HARDWOOD MULCH, WELL COMPOSTED, FREE FROM DELETERIOUS MATERIAL LOCALLY HARVESTED AND PRODUCED AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS. MULCH SHALL BE 2 INCHES IN DEPTH AND ACHIEVE COMPLETE COVERAGE.
21. EROSION CONTROL MAT: PER CIVIL ENGINEERS DRAWINGS

SEEDING NOTES

1. CONTRACTOR TO STAKE LIMITS OF ALL SEED AREAS AND REVIEW WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLING SEED.
2. LAWN AREAS SHOULD BE HYDROMULCHED AT A MINIMUM RATE OF 3,000 LBS PER ACRE AND SHALL ATTAIN COMPLETE SOIL COVERAGE WITH AN ADDITIONAL THIN LAYER ONCE COMPLETE COVER IS ACHIEVED. SEEDING MULCH SHALL MEET THE FOLLOWING SPECIFICATIONS:
- 2.A. HYDROMULCH: WOOD FIBER TYPE APPLGEGATE WOOD-LOK BFM (WWW.APPLGEGATEMULCH.COM) OR APPROVED EQUAL.
- 2.B. HYDROMULCH SHALL CONSIST OF LONG STRANDS OF VIRGIN WOOD FIBERS MADE FROM FRESH CUT, CLEAN WHOLE WOOD CHIPS, WITH EXTRA HOLDING POWER OF A HIGH STRENGTH, NON-TOXIC, HYDROCOLLOID-BASED BINDER. HYDROMULCH SHALL NOT DISSOLVE OR DISPERSE WHEN REWETTED.
- 2.C. THE HYDROMULCH SYSTEM SHALL SPRAY ON LIKE A MULCH AND FORM A BLANKET THAT ADHERES TO THE SOIL AND SHALL BE 100% BIODEGRADABLE. THE HYDROMULCH SHALL BE GREEN IN COLOR TO ALLOW VISUAL OF EVEN APPLICATION.
- 2.D. HYDROMULCH SHALL HAVE THE FOLLOWING COMPONENTS: 1) MOISTURE CONTENT: 12% (+/- 3%); 2) ORGANIC MATTER (OVEN DRIED BASIS): 99.3% (+/- 0.2%); 3) ASH CONTENT: (OVEN DRIED BASIS): 0.7% (+/- 0.2%); 4) PH AT 3% CONCENTRATION: 4.8% (+/- 0.5%); 5) WATER HOLDING CAPACITY (PER 100 GRAMS OVEN DRY FIBER): MIN. 1,250 GRAMS; 5) COLOR: GREEN; 6) TACKIFIER CONTENT (BASED ON TOTAL WEIGHT): 10%.
3. SEED AREAS SHOWN ON PLAN WITH THE FOLLOWING LAWN MIX:

Seed Mixture	Rate (lbs. per 1,000 SF)	Maximum by Weight Purity	Germination
Fine-leaf tall fescue (blend of three varieties)	4.8	98%	80%
Perennial rye	1.2	98%	90%

SEEDING RATE: 6 LBS. PER 1,000 S.F.

4. SEED MIXTURE SHALL BE FURNISHED IN NEW BAGS OR BAGS THAT ARE SOUND AND NOT MENDED; NO "BELOW STANDARD" SEED ACCEPTED. PACKAGES SHOULD SHOW WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE. SPECIES NOTED SHALL BE CERTIFIED AND WARRANTED TRUE TO NAME; HARVESTED, DRIED, CLEANED, STORED AND SHIPPED IN A MANNER TO INSURE MAXIMUM VIABILITY, OBTAINED FROM A REPUTABLE SUPPLIER TO BE APPROVED BY LANDSCAPE ARCHITECT; AND MEETS RECOGNIZED TOLERANCES, AS APPLICABLE, FOR PURITY AND PERCENT GERMINATION AS DESCRIBED UNDER STATE AND FEDERAL SEED LAWS.
5. PREPARE SUBGRADE: TOPSOIL MUST BE HAND-RAKED PRIOR TO HYDROSEEDING PLACEMENT.
6. FERTILIZER: RECOMMENDED FOR GRASS, WITH FIFTY PERCENT OF THE ELEMENTS DERIVED FROM ORGANIC SOURCES; OF PROPORTION NECESSARY TO ELIMINATE ANY DEFICIENCIES OF TOPSOIL, AS INDICATED BY ANALYSIS. APPLY FERTILIZER AFTER SMOOTH RAKING OF TOPSOIL AND PRIOR TO INSTALLATION OF SEED OR SOD. APPLY FERTILIZER NO MORE THAN 48 HOURS BEFORE HYDROSEEDING. MIX THOROUGHLY INTO UPPER 2 INCHES (50 MM) OF TOPSOIL.LIGHTLY WATER TO AID THE DISSIPATION OF FERTILIZER.
7. UNLESS OTHERWISE APPROVED BY LANDSCAPE ARCHITECT, PERMANENT SEEDING OPERATIONS SHALL BE LIMITED TO THE FOLLOWING PLANTING PERIODS:
- SPRING: MARCH 15-MAY 30
- FALL: AUGUST 30-SEPTEMBER 30
- 7.A. TEMPORARY COVER: IF CONSTRUCTION REQUIRES SEEDING TO OCCUR AFTER FALL SEEDING WINDOW AS SPECIFIED ABOVE, INSTALL THE FOLLOWING WINTER-COVER MIX: ADD AN ADDITIONAL 3 POUNDS PER 1,000 SQUARE FEET OF ANNUAL RYE GRASS. IF CONSTRUCTION SCHEDULE PREVENTS SEEDING THE SPECIFIED MIXTURE BY OCTOBER 15, A TEMPORARY WINTER COVER OF ANNUAL RYE GRASS IS TO BE PROVIDED AT A RATE OF 5LBS PER 1,000 SQUARE FEET. ONCE CONDITIONS ARE FAVORABLE, THE AREA IS TO HAVE THE EXISTING VEGETATION MOWED AS CLOSE AS POSSIBLE AND THE AREA RESCARIFIED AND SEEDED WITH THE SPECIFIED SEED.
8. REPAIR, PREPARE AND RESEED AND MULCH AREAS OF WASH OR EROSION ON SEEDED AREAS AND AS REQUIRED TO ENSURE COMPLETE COVERAGE.

- IMMEDIATELY RESEED AREAS WHICH DO NOT SHOW A SATISFACTORY STAND OF ESTABLISHED GRASS.
9. MAINTAIN ALL LAWNS FOR NOT LESS THAN 30 DAYS AFTER SUBSTANTIAL COMPLETION. IF SEEDED IN FALL AND NOT GIVEN FULL 60 DAYS OF MAINTENANCE, OR IF NOT CONSIDERED ACCEPTABLE AT THAT TIME, CONTINUE MAINTENANCE THE FOLLOWING SPRING UNTIL ACCEPTABLE LAWN IS ESTABLISHED. FOR ALL SEEDED AREAS, CONTRACTOR IS RESPONSIBLE FOR WATERING DURING ESTABLISHMENT PERIOD. WATERING AND RAINFALL SHALL SUPPLY A MINIMUM OF 1 INCH OF WATER PER WEEK.
10. WEED CONTROL- CONTRACTOR IS RESPONSIBLE FOR CONTROLLING BOTH BROAD LEAF AND OTHER UNSPECIFIED INVASIVE VEGETATION DURING THE ESTABLISHMENT PERIOD USING THE FOLLOWING METHODS.
- 10.A. SPOT-SPRAYING WITH HERBICIDE. SPOT SPRAY INVASIVES BEFORE FLOWERING TO PREVENT SEED HEAD DEVELOPMENT.
- 10.B. OVERSEEDING OR REPLANTING.
11. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL LAWN AREAS UNTIL FINAL ACCEPTANCE OF THE SITE BY THE OWNER. MAINTENANCE OF LAWN AREAS TO INCLUDE: MOWING, REGULAR CONTROL OF INVASIVE AND EXOTIC PLANT MATERIALS, CONTROL OF EROSION OR GULLIES IN THE AREAS, RESEEDING TO ENSURE ESTABLISHMENT OF SPECIFIED SPECIES TO THE RATES SPECIFIED IN THESE DOCUMENTS, AND MANAGING THE IRRIGATION SYSTEM. MAINTENANCE MUST BE ON A MONTHLY TO QUARTERLY BASIS. CONTRACTOR TO SUBMIT MAINTENANCE SCHEDULE TO OWNER/LANDSCAPE ARCHITECT BEFORE ACCEPTANCE OF INITIAL SEEDING BY OWNER.
12. LAWN SEEDING SUBSTANTIAL ACCEPTANCE: THE ACKNOWLEDGEMENT BY THE LANDSCAPE ARCHITECT AND OWNER THAT THE LANDSCAPE WORK DEFINED BY THE PLANS AND SPECIFICATIONS IS SUBSTANTIALLY COMPLETE. LAWN AREAS ACCEPTABLE WHEN THE FOLLOWING CONDITIONS HAVE BEN MET:
- 12.A. AN AREA IS CONSIDERED ACCEPTABLE IF IT IS 95% COVERED WITH THE PERMANENT SPECIES OF GRASS REPRESENTATIVE OF THE SEED MIXTURE. THERE SHALL BE NO AREA LARGER THAN FOUR SQUARE INCHES THAT DOES NOT HAVE TURF PLANTS ESTABLISHED. IF AN ACCEPTABLE GROWTH IS NOT OBTAINED ON THE FIRST PLANTING, RESEEDING AND REMULCHING WILL BE REQUIRED. REGRADE AND RESEED ANY ERODED AREAS.

DECORATIVE STONE NOTES

PART 1 - SUBMITTALS:

- A. PHOTOGRAPHS OF STONE MATERIAL
1. CONTRACTOR SHALL SUBMIT PHOTOS TO THE LANDSCAPE ARCHITECT OF SAMPLE COLOR, SIZE AND CHARACTER OF BOULDERS AND STONE STEPS. STONES SHALL BE FREE OF MUD AND GRAVEL AT TIME OF PHOTO.
2. CONTRACTOR TO PROVIDE REPRESENTATIVE SAMPLES OF EACH TYPE OF STONE
- B. MOCK-UPS: PROVIDE MOCK-UPS OF EACH STONE TYPE LISTED IN SECTION 2 PRODUCTS. MOCK-UPS SHALL BE APPROXIMATELY PROPORTIONATE IN SIZE TO THE TYPE OF STONE BEING INSTALLED TO ALLOW A SOLID REPRESENTATION OF THE STONE INSTALLATION.
- C. STONE INSTALLER IS RESPONSIBLE FOR VERIFYING STONE FOUNDATIONS MEET DRAWING REQUIREMENTS PRIOR TO STONE PLACEMENT.
- D. STONE INSTALLER IS RESPONSIBLE FOR VERIFYING ALL FINISHED GRADE IN AREA OF STONE LOCATIONS.

PART 2 - GENERAL

- A. LANDSCAPE STONE SHALL BE FREE FROM STRUCTURAL DEFECTS SUCH AS SEAMS OF SHALE AND HAVE A SIMILAR DURABILITY TO RIPRAP (SEE SECTION 35 42 37 2.02 A).
- B. ALL STONE SHALL BE REGIONALLY SOURCED (WITHIN 200-MILE RADIUS OF PROJECT LOCATION) PER THE TYPE AND SIZE SPECIED IN THE DRAWINGS OF EACH SIZE OR APPROVED EQUAL.

- C. ALL LANDSCAPE STONE TYPE, COLOR, AND SIZE IS PER DRAWINGS.

PART 3 - SITE PREP

- A. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES, AND LAWNS AND EXISTING EXTERIOR PLANTS FROM DAMAGE CAUSED BY STONE INSTALLATION.
- B. ALL STONE SHALL BE CLEANED PRIOR TO PLACING OR INSTALLING MASTIC FOR STONES THAT WILL STACKED.
- C. STACKED STONES ARE TO BE STABLE AND FIXED WITHOUT MOVEMENT - HIGH STRENGTH GROUT BETWEEN STONES MAY BE REQUIRED.

COLERAIN
PARK
PLAYGROUND
PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

NOT FOR
CONSTRUCTION

PRIME/LANDSCAPE ARCHITECT:



**HUMAN
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Cincinnati, OH 45206
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Cincinnati, Ohio 45246
P: 513.942.3141

ISSUE/ REVISION:

12.19.2022 - ISSUED FOR BID

SHEET TITLE:
**PROJECT
SPECIFICATIONS**

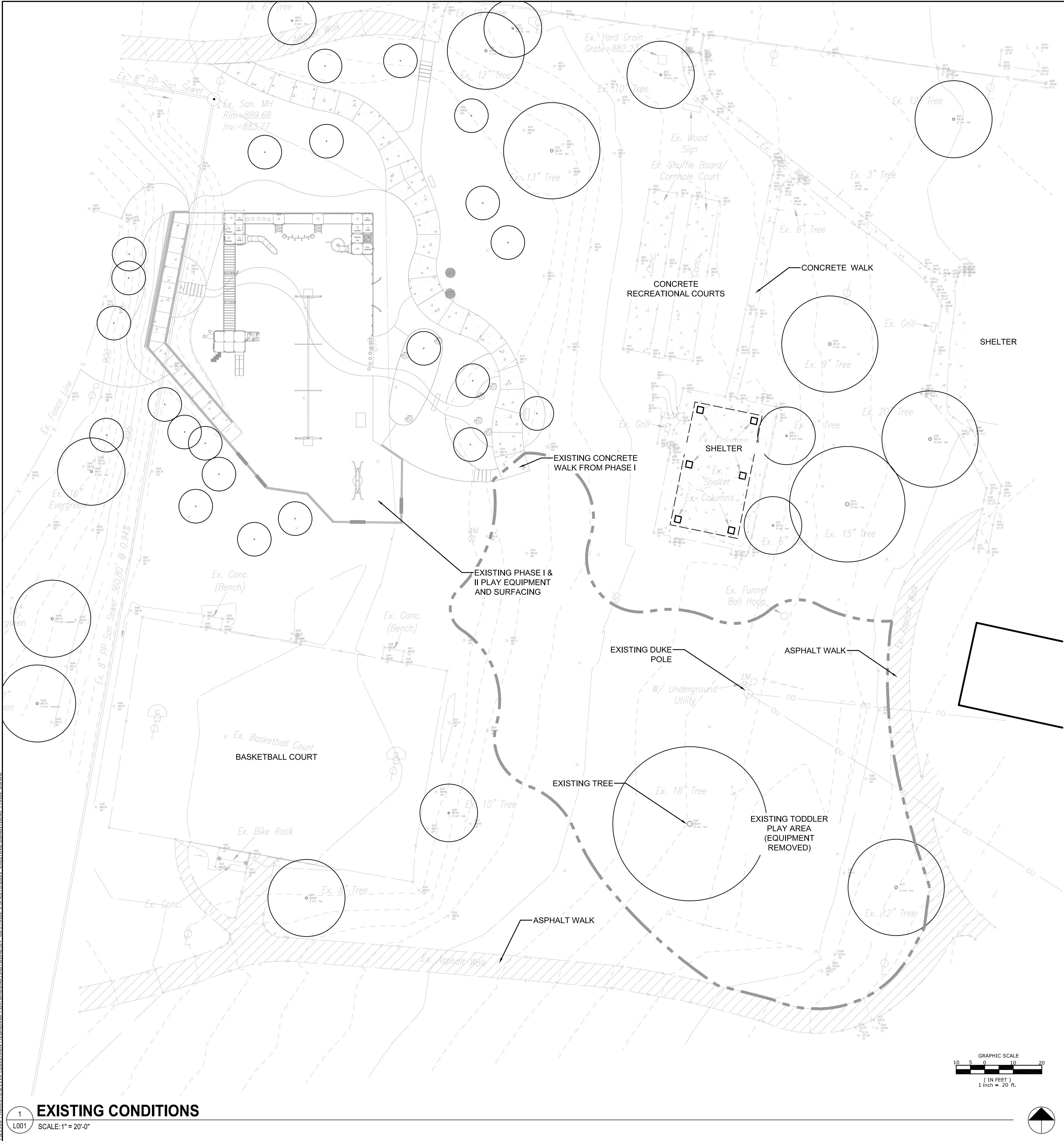
SCALE: N/A

DRAWN BY:	RS
CHECKED BY:	GW

SHEET NUMBER:

G004

PROJECT NO.:	DATE:
21910	12.19.2022



GENERAL NOTES

1. BASE INFORMATION PROVIDED BY ABERCROMBIE & ASSOCIATES; 8111 CHEVIOT RD. SUITE 200; CINCINNATI, OHIO 45247; 513.385.5757
2. CONTRACTOR SHALL LOCATE ALL UTILITIES, STRUCTURES, PAVEMENT AND VEGETATION TO REMAIN, AND TAKE THE NECESSARY PRECAUTIONS FOR THEIR PROTECTION DURING CONSTRUCTION. ANY FIELD ADJUSTMENTS REQUIRED SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO IMPLEMENTATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, LAWS, ORDINANCES, RULES AND REGULATIONS DURING THE COURSE OF THIS PROJECT, INCLUDING BUT NOT LIMITED TO OSHA REQUIREMENTS FOR PUBLIC AND WORKER SAFETY.
4. CONTRACTOR SHALL COORDINATE WITH THE WORK OF OTHER TRADES TO ENSURE PROPER AND TIMELY EXECUTION OF THE WORK.
5. THESE GENERAL NOTES APPLY TO ALL "L" SERIES DRAWINGS

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ISSUE/ REVISION:
12.19.2022 - ISSUED FOR BID

SHEET TITLE:
EXISTING
CONDITIONS

SCALE:
1" = 20'-0"

SHEET NUMBER:

L001

PROJECT NO.:
21910

DATE:
12.19.2022





1

L001

TREE PRESERVATION & DEMO PLAN

SCALE: 1" = 20'-0"

TREE PRESERVATION AND DEMOLITION LEGEND		
KEY	ITEM	COMMENTS
	EXISTING TREE TO REMAIN & BE PROTECTED	SEE NOTES & SPECIFICATIONS
	EXISTING TREE TO BE REMOVED	COORDINATE WITH CERTIFIED ARBORIST & LANDSCAPE ARCHITECT
	TREE PRESERVATION FENCING	ORANGE CONSTRUCTION TYPE FENCING, 4' HIGH WITH METAL POSTS SUPPORTING FENCE MATERIAL APPROX. 6' O.C.; FENCING ALONG EITHER HARDSCAPE OFFSET OR DRIP LINE, WHICHEVER IS CLOSER TO TREE, AS SHOWN IN PLAN
	ROOT PRUNING LOCATION	USE AIR SPADE TO LOCATE TREE ROOTS AS SPECIFIED PER PLAN. PRUNE ALL ROOTS, WITH A ROTARY TYPE STUMP GRINDER OR APPROVED ALTERNATIVE TO A DEPTH OF 18 INCHES OR TO THE MAXIMUM DEPTH OF THE REQUIRED GRADING CUT, WHICHEVER IS LESS
	CONCRETE TO REMAIN	PROTECT EXISTING CONCRETE FROM CONSTRUCTION ACTIVITY AND DAMAGE, ANY EXISTING CONCRETE INTENDED TO REMAIN THAT IS DAMAGED DURING CONSTRUCTION ACTIVITIES SHOULD BE REPLACED WITH SAME QUALITY AND FINISH AT CONTRACTOR'S EXPENSE
	ASPHALT TO REMAIN	PROTECT EXISTING ASPHALT FROM CONSTRUCTION ACTIVITY AND DAMAGE, ANY EXISTING ASPHALT INTENDED TO REMAIN THAT IS DAMAGED DURING CONSTRUCTION ACTIVITIES SHOULD BE REPLACED WITH FULL DEPTH ASPHALT AT CONTRACTOR'S EXPENSE

SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS

SITE PREPARATION AND DEMOLITION

- 1) LAYOUT OF WORK
- A. PERMANENT LINE AND PERMANENT BENCH MARK(S) ARE TO BE ESTABLISHED BY THE CONTRACTOR, AND MAINTAINED THROUGHOUT CONSTRUCTION. (IF ANY BENCHMARKS ARE DISTURBED, THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A LICENSED SURVEYOR, REPLACE THEM IN THEIR ORIGINAL POSITION AND CONDITION AT NO COST TO THE OWNER.)
- B. THE CONTRACTOR SHALL STAKE OUT THE CONSTRUCTION, ESTABLISH TEMPORARY BENCH MARKS, LINES, LEVELS, BATTERBOARDS, REFERENCE POINTS, CENTERLINES AND VERIFY ALL DIMENSIONS IN RELATION TO CONNECTION WITH EXISTING FACILITIES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ERRORS IN CONNECTION WITH THIS WORK. THE CONTRACTOR SHALL PROVIDE ELEVATION CONTROLS AT APPROPRIATE INTERVALS.
- C. PRIOR TO COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL REPORT TO THE OWNER'S REPRESENTATIVE ANY INCONSISTENCIES IN THE PROPOSED LINES, LEVELS, GRADES, DIMENSIONS, OR LOCATIONS.
- 2) PROTECTION: PROTECT EXISTING BUILDINGS, STREETS, AND STRUCTURES WHICH ARE TO REMAIN FROM DAMAGE, AND REPAIR DAMAGE BY THIS WORK AT NO ADDITIONAL COST TO THE OWNER.
- 3) UTILITY LINES: CONTRACTOR SHALL CONTACT THE OHIO UTILITIES PROTECTION SERVICE A MINIMUM OF TWO DAYS PRIOR TO START OF WORK (800) 3622764. CONTRACTOR SHALL VERIFY LOCATION OF ALL CHARTED AND UNCHARTED EXISTING UTILITIES PRIOR TO START OF WORK. LOCATIONS OF UTILITIES WHICH ARE MADE KNOWN TO THE CONTRACTOR PRIOR TO EXCAVATION, AND THAT ARE INDICATED TO BE RETAINED, AS WELL AS UTILITY LINES CONSTRUCTED DURING EXCAVATION OPERATIONS, SHALL BE PROTECTED FROM DAMAGE DURING EXCAVATING AND BACKFILLING, AND IF DAMAGED, SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER. IF UTILITY LINES THAT ARE NOT INDICATED OR THAT THE CONTRACTOR IS NOT AWARE OF ARE ENCOUNTERED OR DAMAGED, THE AUTHORIZED OWNER'S REPRESENTATIVE SHALL BE NOTIFIED IMMEDIATELY.
- 4) EXISTING WATER LINE AND OTHER UTILITIES INDICATED ON DRAWINGS IS APPROXIMATE, CONTRACTOR IS TO TEST DIG TO CONFIRM LOCATION AND DEPTH AT THE CRITICAL POINTS FOR THE COMPLETION OF THIS WORK.
- 5) THE CONTRACTOR SHALL ACCEPT PREMISES AS FOUND; REMOVE ITEMS AS SPECIFIED, NOTED, OR SHOWN. THE OWNER ASSUMES NO RESPONSIBILITY FOR CONDITIONS OF ITEMS ON SITE NOR CONTINUATION IN CONDITION EXISTING AS OF PROPOSAL INVITATION OR THEREAFTER.
- 6) ALL REMOVALS SHALL BE DONE IN A CAREFUL AND ORDERLY MANNER. THE CONTRACTOR SHALL ADHERE TO ALL GOVERNING SAFETY STANDARDS IN PROVIDING SAFE REMOVAL OF ALL ITEMS.
- 7) ALL CUTTING, PATCHING, FITTING, AND FINISHING OF EXISTING WORK SHALL BE DONE AS NECESSARY TO ACCOMMODATE OTHER WORK. WORK TEMPORARILY REMOVED FOR THE INSTALLATION OF NEW WORK SHALL BE PUT BACK IN PLACE, OR MODIFIED AS THE CASE REQUIRES. NO UNFINISHED SURFACE SHALL BE LEFT EXPOSED BUT SHALL BE FINISHED TO CONFORM WITH ADJACENT OR SIMILAR WORK. FINISH GENERALLY SHALL MATCH THAT OF ADJACENT OR SIMILAR SURFACES AND SHALL INCLUDE PAINTING.
- 8) PROVIDE TEMPORARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT OWNER'S PERSONNEL AND GENERAL PUBLIC FROM INJURY DUE TO SELECTIVE DEMOLITION WORK. PROTECT FROM DAMAGE EXISTING PAVEMENT, FENCING, VEGETATION, BUILDINGS, STREETS AND OTHER SITE FEATURES TO REMAIN IN PLACE. REMOVE PROTECTIONS AT COMPLETION OF WORK.
- 9) THE CONTRACTOR SHALL MAKE ALL UTILITY DISCONNECTIONS AND CONNECTIONS TO EXISTING LINES AS INDICATED ON THE DRAWINGS OR SPECIFICATIONS.
- 10) UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR MAKE ANY DISCONNECTIONS OR CONNECTIONS TO UTILITIES OR SERVICES, REQUIRING SHUTDOWN OR OUTAGE, UNTIL DATE AND DURATION FOR MAKING CONNECTIONS HAS BEEN APPROVED BY THE OWNER.
- 11) REROUTE ANY INTERRUPTED UTILITY SERVICE SUCH AS ELECTRICAL CONDUIT, TELEPHONE, WATER, ETC., THAT MAY BE ENCOUNTERED IN CONNECTION WITH REMOVAL/REPAIR OF WORK STATED IN THIS CONTRACT. ABANDONED UTILITIES WILL BE REMOVED AS DIRECTED ON THE CONSTRUCTION DRAWINGS.
- 12) PRIOR TO COMMENCEMENT OF SELECTIVE DEMOLITION WORK, INSPECT AREAS IN WHICH WORK WILL BE PERFORMED. PHOTOGRAPH EXISTING CONDITIONS OF STRUCTURE SURFACES, EQUIPMENT, OR SURROUNDING PROPERTIES THAT COULD BE MISCONSTRUED AS DAMAGE RESULTING FROM SELECTIVE DEMOLITION WORK; FILE WITH OWNER'S REPRESENTATIVE PRIOR TO STARTING WORK.
- 13) DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN. PROVIDE SERVICES FOR EFFECTIVE AIR AND WATER POLLUTION CONTROLS, AS REQUIRED BY LOCAL AUTHORITIES HAVING JURISDICTION.
- 14) DEMOLISH AND REMOVE MISCELLANEOUS ASPHALT AND CONCRETE DEBRIS, FOUNDATION WALLS, AND CONCRETE SLABS TO NOT LESS THAN 12" BELOW NEW FINISHED GRADES. REMOVE PAVEMENT BASE MATERIAL TO NOT LESS THAN 12" BELOW FINISHED GRADES IN AREAS OF NEW LAWNS AND LANDSCAPING.
- 15) COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION WORK. PROVIDE FILL CONSISTING OF APPROVED EARTH, GRAVEL, OR SAND, AND FREE OF TRASH AND DEBRIS, STONES OVER 6 INCHES IN DIAMETER, ROOTS, AND OTHER ORGANIC MATTER.
- 16) REMOVE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS FROM SITE. TRANSPORT AND LEGALLY DISPOSE OFF SITE. IF HAZARDOUS MATERIALS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, COMPLY WITH APPLICABLE REGULATIONS, LAWS, AND ORDINANCES CONCERNING REMOVAL, HANDLING, AND PROTECTION AGAINST EXPOSURE OR ENVIRONMENTAL POLLUTION. BURNING OF REMOVED MATERIALS IS NOT PERMITTED ON PROJECT SITE.
- 17) UPON COMPLETION OF DEMOLITION WORK, REMOVE TOOLS, EQUIPMENT, AND DEMOLISHED MATERIALS FROM SITE. REMOVE PROTECTIONS. REPAIR DEMOLITION PERFORMED IN EXCESS OF THAT REQUIRED. RETURN SURFACES TO REMAIN TO CONDITION EXISTING PRIOR TO COMMENCEMENT OF SELECTIVE DEMOLITION WORK. REPAIR ADJACENT CONSTRUCTION OR SURFACES SOILED OR DAMAGED BY SELECTIVE DEMOLITION WORK.

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NOT FOR
CONSTRUCTION

PRIME/LANDSCAPE ARCHITECT:



**HUMAN
NATURE**

990 Saint Paul Drive
Cincinnati, OH 45206
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Subconsultant:
IBI Group
23 Triangle Park Drive
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ISSUE/ REVISION:

12.19.2022 - ISSUED FOR BID

SHEET TITLE:
TREE PRESERVATION
& DEMO PLAN

SCALE:	DRAWN BY: NH
1" =20'-0"	CHECKED BY: GW

SHEET NUMBER:

L002

PROJECT NO.:	DATE:
21910	12.19.2022

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

- CONTRACTOR IS TO ADHERE TO THE OHIO EROSION & SEDIMENT CONTROL HANDBOOK AND THE REVISED NOTES AND REGULATIONS OF THE HAMILTON COUNTY SOIL & WATER CONSERVATION DISTRICT AND THE HAMILTON COUNTY STORM WATER DISTRICT GOVERNING EARTHWORK.
- SEDIMENT AND EROSION CONTROL FACILITIES, AND STORM DRAINAGE FACILITIES SHALL BE CONSTRUCTED PRIOR TO ANY OTHER CONSTRUCTION.
- ALL GRADED AREAS SHALL BE STABILIZED WITH A TEMPORARY FAST GROWING COVER AND/OR MULCH, IMMEDIATELY AFTER EARTH DISTURBING ACTIVITY ENDS IN THOSE AREAS WHERE GRADING ACTIVITY HAS CEASED AND FINE GRADING WILL NOT TAKE PLACE FOR AT LEAST 14 DAYS.
- CONTRACTOR SHALL BE RESPONSIBLE DURING CONSTRUCTION FOR THE CONTINUOUS MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES AS CALLED FOR ON THE DRAWINGS AND PER NOTE 1 OF THIS SECTION.
- SILT FENCE SHALL BE CLEANED OR REPLACED WHEN SILT BUILDS UP TO WITHIN ONE FOOT OF TOP OF SILT FENCE AND/OR HAY BALES OR CAPACITY IS REDUCED BY 50%.
- MAXIMUM EMBANKMENT SLOPES TO BE AS FOLLOWS: CUT AREA 2:1; FILL AREAS 2:1 (UNLESS NOTED OTHERWISE).
- EXISTING DRAINAGE STRUCTURES TO BE INSPECTED REPAIRED AS NEEDED AND CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
- SEEDING AND FERTILIZING RATES FOR TEMPORARY AND PERMANENT SEEDING OF GRASS SHALL BE PER CHAPTERS 7.8 AND 7.9 OF THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK.
- IF FINES OR PENALTIES ARE LEVED AGAINST THE PROPERTY OR PROPERTY OWNER BECAUSE OF LACK OF EROSION AND /OR SEDIMENT CONTROL, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF SUCH FINES OR PENALTIES OR THE COSTS OF ANY FINES OR PENALTIES SHALL BE DEDUCTED FROM THE CONTRACT AMOUNT.
- ALL SIDE DITCHES TO BE CLEANED AND/OR REGRADED TO PROVIDE PROPER DRAINAGE.
- TOPSOIL IS TO BE SPREAD OVER LAWN AREAS AT COMPLETION OF CONTRACT (PROVIDE 4" MINIMUM SPREAD).
- NEW FINISHED CONTOURS SHOWN ARE TOP OF PAVEMENT AND TOP OF TOPSOIL IN AREAS TO BE SEEDED.
- GRADING CONTRACTOR SHALL COOPERATE AND WORK WITH ALL OTHER CONTRACTORS PERFORMING WORK ON THIS PROJECT TO INSURE PROPER AND TIMELY COMPLETION OF THIS PROJECT.
- THE GRADING CONTRACTOR SHALL USE WHATEVER MEASURES ARE REQUIRED TO PREVENT SILT AND CONSTRUCTION DEBRIS FROM FLOWING ONTO ADJACENT PROPERTIES. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL EROSION, CONSERVATION AND SILTATION ORDINANCES. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL STRUCTURES UPON COMPLETION OF PERMANENT DRAINAGE FACILITIES AND NOT BEFORE ALL AREAS DRAINING INTO THESE STRUCTURES ARE SUFFICIENTLY STABILIZED.
- THE GRADING CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. THE CONTRACTOR SHALL CONTROL DUST BY SPRINKLING, OR BY OTHER METHODS AS DIRECTED BY THE ENGINEER AND/OR OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO OWNER.
- IN NO CASE SHALL ANY PAVED AREAS BE LESS THAN 1.00% UNLESS OTHERWISE NOTED.
- IT IS THE INTENT OF THIS PROJECT FOR THE CONTRACTOR TO VERIFY AND MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER/ARCHITECT OF ANY ITEMS THAT DO NOT EXIST AS SHOWN.
- THE CONTRACTOR SHALL REPAIR OR REPLACE IN-KIND ANY DAMAGE THAT OCCURS AS RESULT OF HIS WORK.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL ABE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- RETENTION/DETENTION POND(S) WILL BE CLEAN AND FREE OF DEBRIS ONCE CONSTRUCTION ACTIVITIES ARE COMPLETED.
- NO WORK SHALL OCCUR OFFSITE ON PROPERTY OWNED BY OTHERS WITHOUT OWNER AND/OR CONTRACTOR OBTAINING WRITTEN PERMISSION TO DO SO.
- IF ONSITE SEDIMENT BYPASSES THE INSTALLED EROSION CONTROL MEASURES AND ACCUMULATES OFFSITE ON ADJACENT PROPERTIES, THE CONTRACTOR MUST CONTACT MAP ENGINEERS FOR INSTRUCTIONS CONCERNING THE APPROPRIATE METHODS FOR REMOVAL AND DISPOSAL OF THE SEDIMENT. THE CONTRACTOR MUST ALSO CONTACT THE AFFECTED ADJACENT PROPERTY OWNERS AND OBTAIN THEIR PERMISSION TO PERFORM THE REQUIRED OFFSITE WORK TO PROPERLY REMOVE AND DISPOSE OF THE SEDIMENT.
- CONTRACTOR SHALL UTILIZE PROPER DEWATERING PRACTICES FROM THE ONSITE WORK AREA WHEN DEWATERING ANY AREAS SO AS TO MINIMIZE THE ESCAPE OF SEDIMENT ONSITE. CONTRACTOR SHALL PROVIDE THE NECESSARY DETAILS AND INFORMATION TO TDEC SHOULD THIS WORK BE REQUIRED. THE CONTRACTOR MUST ALSO PROPERLY FILTER THE DISCHARGED WATER TO MINIMIZE THE ESCAPE OF SEDIMENT THROUGH USE OF FILTER SOCKS, OR OTHER APPROVED METHODS.
- ALL EROSION CONTROL AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED, AND IF NECESSARY REPAIRED, AT LEAST TWICE EVERY SEVEN CALENDAR DAYS, BUT AT LEAST 72 HOURS APART AND WITHIN 24 HOURS BEFORE AND AFTER EACH RAINFALL EVENT GREATER OR EQUAL TO 0.5-INCH.

MATERIAL MANAGEMENT PRACTICES

- THE FOLLOWING ARE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCE TO STORMWATER RUNOFF
- ONLY ENOUGH PRODUCT REQUIRED FOR THE JOB WILL BE STORED ONSITE.
 - ALL MATERIALS STORED ONSITE WILL BE IN A NEAT AND ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS, AND IF POSSIBLE, UNDER ROOF OR OTHER ENCLOSURE.
 - PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABELS.
 - SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
 - ALL OF THE PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER WHENEVER POSSIBLE.
 - MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.
 - THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL PRACTICES ARE FOLLOWED.

SPILL CONTROL PRACTICES

- MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.
- MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ON SITE.
- ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.
- THE SPILL AREA WILL BE KEPT VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING.
- THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT A PARTICULAR TYPE OF SPILL FROM RE-OCCURRING. A DESCRIPTION OF EACH SPILL, THE CAUSE, AND CLEANUP MEASURES WILL BE INCLUDED.
- THE SITE SUPERINTENDENT, WHO IS RESPONSIBLE FOR THE DAY-TO-DAY ONSITE CONSTRUCTION OPERATIONS, WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND WILL ASSIGN OTHER PERSONNEL, WHOSE NAMES WILL BE POSTED IN THE ONSITE OFFICE TRAILER OR OTHER ACCESSIBLE PLACE SUITABLE FOR THE PURPOSE, TO RECEIVE SPILL PREVENTION AND CLEANUP TRAINING.
- IF A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTING QUANTITY ESTABJSHED UNDER EITHER 40 CFR 117 OR 40 CFR 302 OCCURS DURING A 24 HOUR PERIOD. THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE PERMITTEE WHO SHALL THEN DO THE FOLLOWING: NOTIFY THE NATIONAL RESPONSE CENTER (NRC) (800-424-8802) AND THE TENNESSEE EMERGENCY MANAGEMENT AGENCY (TEMA) (EMERGENCIES: 800-626-3300; NON-EMERGENCIES 800-626-3400); AS WELL AS THE LOCAL ENVIRONMENTAL ASSISTANCE CENTER. ALSO, THE SWPPP ENGINEER WILL PREPARE A REVISION OF THIS DOCUMENT TO IDENTIFY MEASURES TO PREVENT THE RE-OCCURRENCE OF SUCH RELEASES.

ADDITIONAL INSPECTION/MAINTENANCE NOTES

- INSPECTIONS SHALL BE CONDUCTED ONCE A WEEK, A AND AFTER 0.5" OF RAINFALL ND BEFORE ANTICIPATED RAIN EVENTS. FILTER BARRIERS, INCLUDING BUT NOT LIMITED TO SILT FENCE AND INLET PROTECTION, SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY HALF THE HEIGHT OF THE BARRIER.
- INSPECTIONS WILL INCLUDE ALL DISTURBED AREAS, EROSION AND BMPS SEDIMENT CONTROL STRUCTURES, OUTFALL POINTS AND STREAMS LOCATED ON SITE. INSPECTION REPORTS AT A MINIMUM SHALL INCLUDE ALL ITEMS LISTED IN PART III, SECTION G.2.1 OF THE OHIO EPA GENERAL PERMIT OHNC000005.
- INSPECTIONS WILL BE PROPERLY DOCUMENTED ACCORDING TO THE REQUIREMENTS OF THE GENERAL PERMIT.
- IF INSPECTIONS FIND THAT MAINTENANCE (I.E. FAILURE OF CONTROL OR IMPROPER INSTALLATION) IS REQUIRED, ACTION TO CORRECT MUST BE TAKEN BEFORE THE NEXT STORM EVENT BUT NO LATER THAN 7 DAYS AFTER IDENTIFICATION.
- IF THE INSPECTOR FINDS THAT CONTROLS ARE PROPERLY INSTALLED AND MAINTAINED BUT PROVIDE INADEQUATE PROTECTION, THE PROJECT ENGINEER SHALL MODIFY THE SWPPP WITHIN 7 DAYS OF IDENTIFICATION. THESE CHANGES SHALL BE IMPLEMENTED ON SITE WITHIN 3 DAYS.
- IF THE FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE, AND THE BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE REPLACED PROMPTLY.
- INSPECTOR SHALL MAINTAIN A RAIN GAUGE ON SITE.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, AND SEEDED.

NOTES

- PRE-CONSTRUCTION IMPERVIOUS ACREAGE = 0.00 AC.
POST-CONSTRUCTION IMPERVIOUS ACREAGE = 0.05 AC.
CHANGE IN IMPERVIOUS ACREAGE = +0.05 AC.
- SITE EROSION CONTROLS SHALL BE CHECKED AND IF NECESSARY, REPAIR WEEKLY AND WITHIN 24 HOURS AFTER EACH RAINFALL GREATER THAN 1/2". IN THE EVENT OF CONTINUOUS RAINFALL, EROSION CONTROLS SHALL BE CHECKED DAILY.
- ALL AREAS TO REMAIN BARE MORE THAN 15 DAYS MUST BE TEMPORARILY STABILIZED.
- PROJECT IS ABOVE THE 100 YEAR FLOOD ELEVATION AS DETERMINED BY FEMA FLOOD MAP 39061C0201E, DATED FEBRUARY 17, 2010.

SOLID/SANITARY/TOXIC WASTES

- CONTAINERS SHALL BE AVAILABLE FOR DISPOSAL OF DEBRIS, TRASH, HAZARDOUS OR PETROLEUM WASTES. ALL CONTAINERS MUST BE COVERED AND LEAK-PROOF. ALL WASTE MATERIAL SHALL BE DISPOSED OF AT FACILITIES APPROVED FOR THE PERTINENT MATERIAL
- BRICKS, HARDENING CONCRETE AND SOIL WASTE SHALL BE FREE FROM CONTAMINATION WHICH MAY LEACH CONSTITUENTS TO WATERS OF THE STATE.
- CLEAN CONSTRUCTION WASTES THAT WILL BE DISPOSED INTO THE PROPERTY SHALL BE SUBJECT TO ANY LOCAL PROHIBITIONS FROM THIS TYPE OF DISPOSAL.
- ALL CONSTRUCTION AND DEMOLITION DEBRIS (C&DD) WASTE SHALL BE DISPOSED OF IN AN APPROVED C&DD LANDFILL. CONSTRUCTION DEBRIS MAY BE DISPOSED OF ON-SITE, BUT DEMOLITION DEBRIS MUST BE DISPOSED IN AN APPROVED LANDFILL. ALSO, MATERIALS WHICH CONTAIN ASBESTOS MUST COMPLY WITH AIR POLLUTION REGULATIONS.
- AREA SHALL BE DESIGNATED BY CONTRACTOR AND SHOWN ON SWPPP MAP FOR MIXING OR STORAGE OF COMPOUNDS SUCH AS FERTILIZERS, LIME ASPHALT, OR CONCRETE. THESE DESIGNATED AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS, OR OTHER STORMWATER DRAINAGE AREA.
- EQUIPMENT FUELING & MAINTENANCE SHALL BE IN DESIGNATED AREAS ONLY.
- A SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN MUST BE DEVELOPED FOR SITES WITH ONE ABOVE-GROUND STORAGE TANK OF 660 GALLONS OR MORE, TOTAL ABOVE-GROUND STORAGE OF 1,330 GALLONS OR BELOW-GROUND STORAGE OF 4,200 GALLONS OF FUEL.
- ALL DESIGNATED CONCRETE WASHOUT AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS OR OTHER STORMWATER DRAINAGE AREAS.
- ALL CONTAMINATED SOIL MUST BE TREATED AND/OR DISPOSED IN AN APPROVED SOLID WASTE MANAGEMENT FACILITY OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITIES.
- THE CONTRACTOR SHALL CONTACT TDEC, THE LOCAL FIRE DEPARTMENT AND THE LOCAL EMERGENCY PLANNING COMMITTEE IN THE EVENT OF A PETROLEUM SPILL (>25 GALLONS) OR THE PRESENCE OF SHEEN.
- OPEN BURNING IS NOT PERMITTED ON THE SITE.
- EXPOSED LITTER, DEBRIS, CHEMICALS, ETC. SHALL BE PROPERLY STORED OR DISPOSED OF PRIOR TO ANTICIPATED STORM EVENTS.

INSPECTION/MAINTENANCE NOTES

- ALL CONTROL MEASURES STATED IN THE SWPPP SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL TEMPORARY OR PERMANENT STABILIZATION OF THE SITE IS ACHIEVED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED BY A QUALIFIED PERSON IN ACCORDANCE TO THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED ACCORDING TO THE FOLLOWING:
 - INLET PROTECTION DEVICES AND CONTROLS SHALL BE REPAIRED OR REPLACED WHEN THEY SHOW SIGNS OF UNDERMINING AND OR DETERIORATION.
 - ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STANDING OF GRASS IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
 - SILT FENCES AND CHECK DAMS SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION IF DAMAGED. SEDIMENT ACCUMULATION MUST BE REMOVED WHEN SEDIMENT HEIGHT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE OR CHECK DAM.
 - OUTLET STRUCTURES IN SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT MUST BE REMOVED FROM BASINS AND OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 40%.
 - MINIMIZE OFF-SITE SEDIMENT TRACING OF VEHICLES BY THE USE OF STONE MATERIAL IN ALL CONSTRUCTION ENTRANCES, ALONG WITH REGULARLY SCHEDULED SWEEPING/GOOD HOUSEKEEPING, STABILIZED CONSTRUCTION ENTRANCES TO BE PROPERLY MAINTAINED BY GENERAL CONTRACTOR AND IN GOOD WORKING ORDER AT ALL TIMES. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE STONE AS CONDITIONS DEMAND.
 - THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE) BY GENERAL CONTRACTOR. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- CONTRACTORS AND SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ALL SEDIMENT FROM THE SITE, INCLUDING DETENTION PONDS, AND STORM SEWER SYSTEMS. SEDIMENT DEPOSITION DURING SITE STABILIZATION MUST ALSO BE REMOVED.
- ALL RIP RAP MUST BE PLACED OVER GEOTEXTILE FILTER.
- STONE CONSTRUCTION EXIT TO BE MAINTAINED BY GENERAL CONTRACTOR UNTIL SITE HAS BEEN PAVED OR IS NO LONGER REQUIRED.

GENERAL NOTES

- ALL SLOPES GREATER THAN OR EQUAL TO 35% SHALL BE STABILIZED NO LATER THAN 7 DAYS AFTER CONSTRUCTION ACTIVITY ON THESE SLOPES HAS TEMPORARILY OR PERMANENTLY CEASED.

SEQUENCE OF CONSTRUCTION

- UNLESS NOTED OTHERWISE, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROL MEASURES IN STRICT ACCORDANCE WITH THE SWPPP THROUGHOUT THE DURATION OF THE PROJECT. BOTH THE SWPPP AND THE NOC SHALL REMAIN ON FILE WITHIN THE JOB TRAILER DURING CONSTRUCTION. A COPY OF THE NOC DOCUMENTS SHALL BE POSTED ON A JOB BOARD LOCATED NEAR THE CONSTRUCTION ENTRANCE. A SIGN ON THE JOB BOARD WILL INDICATE THAT THE SWPPP IS IN THE JOB TRAILER, AND WILL INCLUDE: SITE CONTACT/OWNER, COMPANY NAME, EMAIL ADDRESS, ADDRESS, AND TELEPHONE NUMBER OF THE SITE CONTACT/OWNER.
- INSTALL EROSION CONTROL MEASURES INCLUDING DANDY BAGS AND SILT FENCE AS SHOWN ON THE SOIL EROSION PLAN. INSPECTION OF EROSION CONTROL MEASURES AS OUTLINED IN NOTES. REPAIRS AND /OR REPLACEMENTS SHALL BE MADE AS NECESSARY.
 - STRIP AND STOCKPILE TOPSOIL. PRE-CONSTRUCTION VEGETATION SHALL NOT BE DISTURBED MORE THAN 14 DAYS PRIOR TO ANY EXCAVATING ACTIVITIES.
 - MASS GRADE AS REQUIRED.
 - BEGIN BUILDING CONSTRUCTION.
 - INSTALL SANITARY SEWER AND WATER SERVICE.
 - INSTALL STORM SEWER SYSTEM AND WATER QUALITY BASIN AFTER THE CONTRIBUTING DRAINAGE AREAS HAVE BEEN STABILIZED.
 - INSTALL ALL PUBLIC UTILITIES (GAS, ELECTRIC, AND TELEPHONE).
 - INSTALL ALL PAVEMENT
 - REDISTRIBUTE TOPSOIL PER LANDSCAPE PLAN. ALL AREAS DISTURBED BY CONSTRUCTION THAT WILL NOT BE PAVED SHALL BE GRADED AND HAVE VEGETATION ESTABLISHED.
 - COMPLETE BUILDING CONSTRUCTION.
 - REMOVE SOIL EROSION CONTROL MEASURES AFTER PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- NOTE: IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL SOIL EROSION CONTROL MEASURES ARE INSTALLED AND MAINTAINED.
- REFER TO #### FOR ALL PROPOSED GRADES.
- REFER TO #### - #### FOR FURTHER EROSION CONTROL NOTES AND DETAILS.

EROSION AND SEDIMENT CONTROL NARRATIVE

PLAN DESIGNER:
IBI GROUP
23 TRIANGLE PARK DRIVE
CINCINNATI, OHIO 45246

DESIGNER CONTACT: ED ROTH

P: 513-942-3141
F: 513-881-2263
E: ED.ROTH@IBIGROUP.COM

EXISTING SITE CONDITIONS:
PARK/PLAYGROUND

PROJECT DESCRIPTION:
CONSTRUCT A NEW PATH FROM THE EXISTING PHASE 1 AND 2 PATH TO THE EXISTING BOARDWALK, AND CONSTRUCT A NEW PLAYGROUND AREA ALONG SAID PATH.

DISTURBED AREA:
0.42 ACRES

SITE DRAINS TO:
THE SITE WILL DRAIN TO AN UNNAMED WATERWAY

RECEIVING STREAM:
UNIDENTIFIED TRIBUTARY OF BRIARLY CREEK

SITE BMP'S:
FINAL LOCATIONS OF ALL SITE BMP'S INCLUDE DUMPSTER, VEHICLE FUELING, AREAS, CONCRETE TRUCK WASH, MATERIAL STORAGE, AND TOPSOIL STOCKPILES SHALL BE DETERMINED BY CONTRACTOR. IF FINAL LOCATION OF BMP'S DIFFER FROM THE LOCATIONS SHOWN, CONTRACTOR SHALL MODIFY SWPPP AND INFORM HAMILTON COUNTY OF NEW LOCATION OF BMP'S.

ADJACENT AREAS:
ADJACENT PROPERTIES ARE PARK AREA

SOILS:
SOILS ON SITE CONSIST OF: URBAN LAND-UDORTHTENTS COMPLEX.

EROSION AND SEDIMENT MEASURES:
PROVIDE INLET PROTECTION OF ALL NEW AND EXISTING DRAINAGE STRUCTURES INDICATED ON THIS PLAN.

ANY OFF-SITE BORROW OR SPOIL AREAS SHALL BE SUBJECT TO THE REQUIREMENTS SET FORTH BY TDEC. ALL EROSION AND SEDIMENT CONTROL MEASURES FOR OFF-SITE AREAS NOT COVERED BY A SEPARATE NOI OR SWP3 SHALL BE COORDINATED WITH TDEC.

ALL TRENCH OR EXCAVATION GROUNDWATER CONTAINING SEDIMENT MUST BE EFFECTIVELY TREATED PRIOR TO DISCHARGE INTO THE STORM SEWER SYSTEM.

REMOVAL OF STANDING MUDDY WATER FROM THE SITE SHALL BE ACCOMPLISHED WITH A PUMP/FILTER BAG COMBINATION OR SAID WATER WILL BE DIVERTED INTO EXISTING SEDIMENT CONTROL DEVICES VIA A PUMP.

USE ALL MEANS NECESSARY TO CONTROL DUST ON THE SITE AND PREVENT TRACKING SOIL OFF SITE.

CRITICAL AREAS:
NONE

JURISDICTION:
ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DISCRETION OF THE HAMILTON COUNTY ENGINEERS OFFICE AND/OR OEPA.

RUNOFF:
THE PRE-CONSTRUCTION RUNOFF COEFFICIENT C=0.30
THE POST-CONSTRUCTION RUNOFF COEFFICIENT C=0.37

CONSTRUCTION:

ESTIMATED START DATE: 1/1/2023
ESTIMATED COMPLETION DATE: 5/1/2023

SEEDING TYPE & RATES:

SEE LANDSCAPE ARCHITECTURAL PLANS

A PRE-CONSTRUCTION MEETING IS REQUIRED WITH A REPRESENTATIVE OF THE OWNER/DEVELOPER, AND GENERAL CONTRACTOR PRIOR TO THE ISSUANCE OF THE EARTHWORK PERMIT AND THE START OF ANY EARTHWORK.

CHEY ALBERTO, OPEC
URBAN CONSERVATIONIST
HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT
1325 E KEMPER RD. SUITE 115
CINCINNATI, OHIO 45246
TEL: (513) 772-7645
FAX: (513) 772-7656

COLERAIN PARK
PLAYGROUND
PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

NOT FOR
CONSTRUCTION

PRIME/LANDSCAPE ARCHITECT:



Subconsultant:
IBI Group
23 Triangle Park Drive, Ste. 2300
Cincinnati, Ohio 45246
P: 513.942.3141, F: 513.881.2263

ISSUE/ REVISION:

12.19.2022 - ISSUED FOR BID

SHEET TITLE:
STORM WATER
POLLUTION
PREVENTION
NOTES

SCALE: DRAWN BY: RDJ
CHECKED BY: JBK

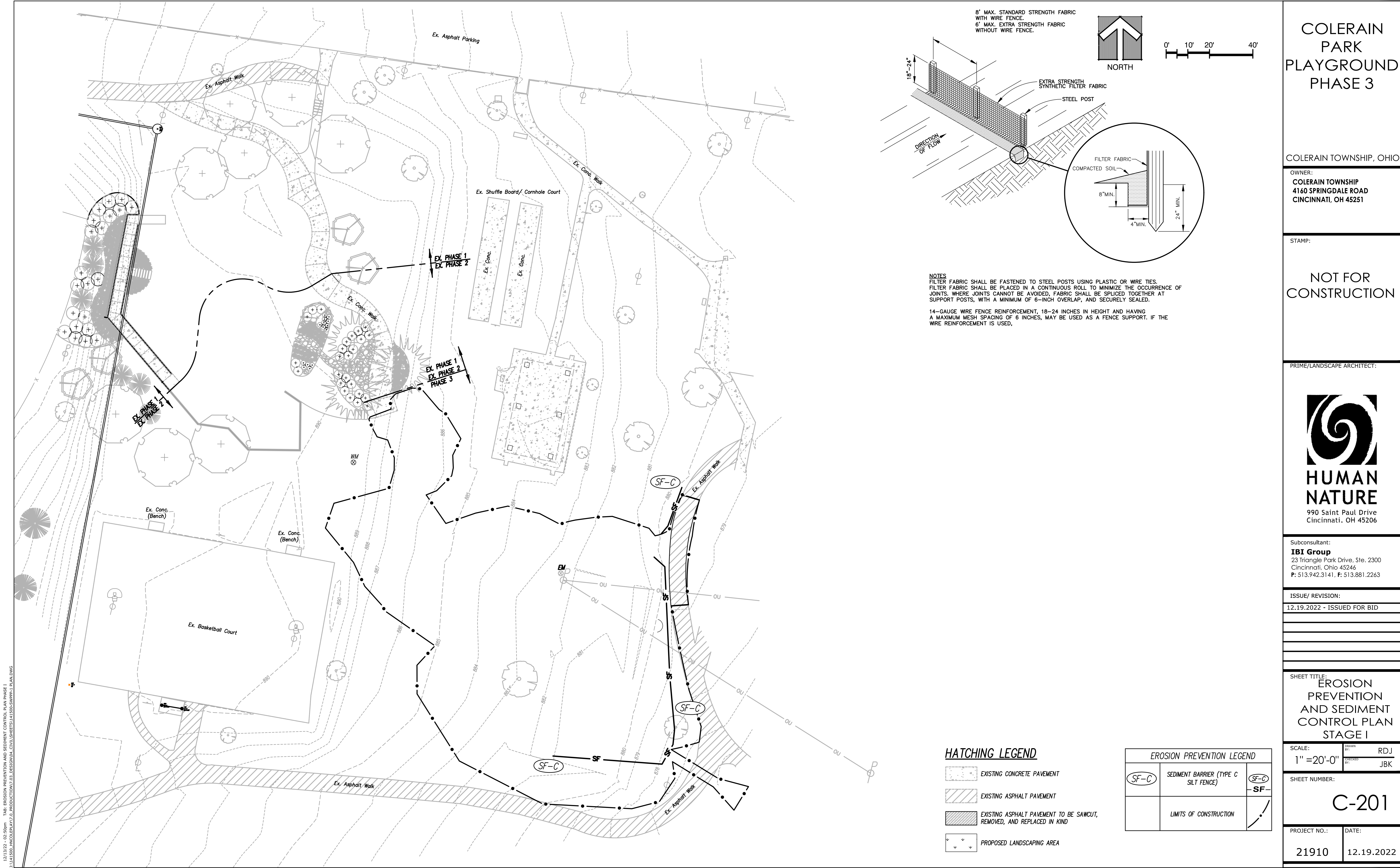
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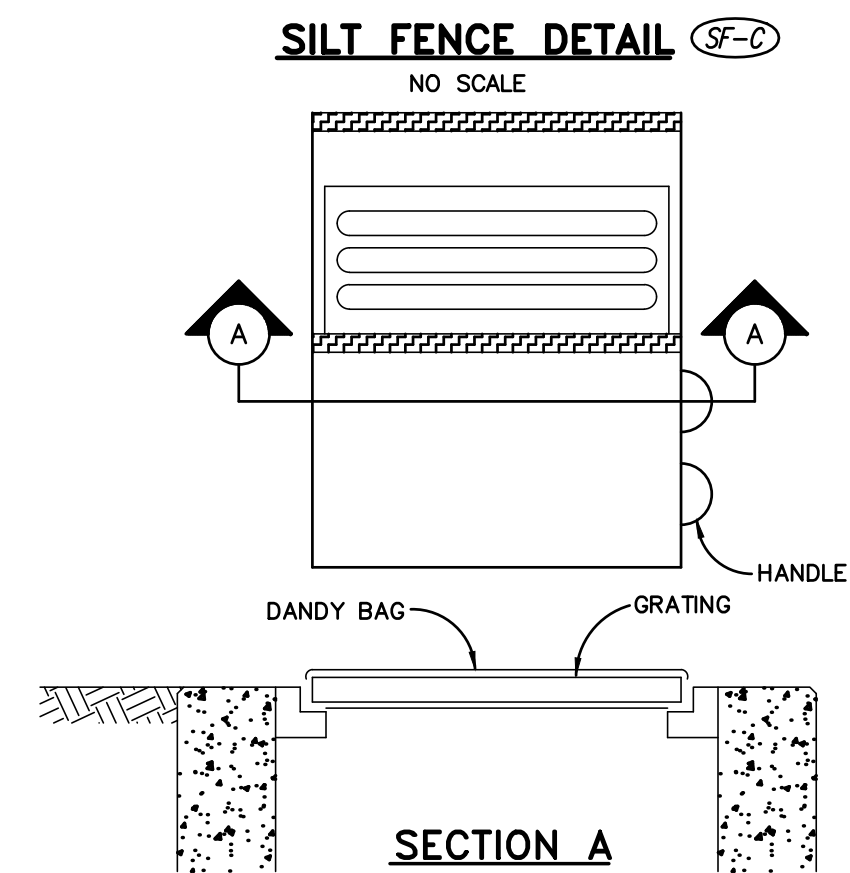
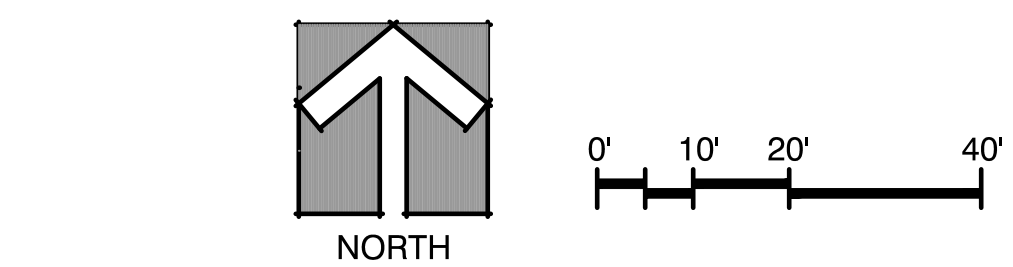
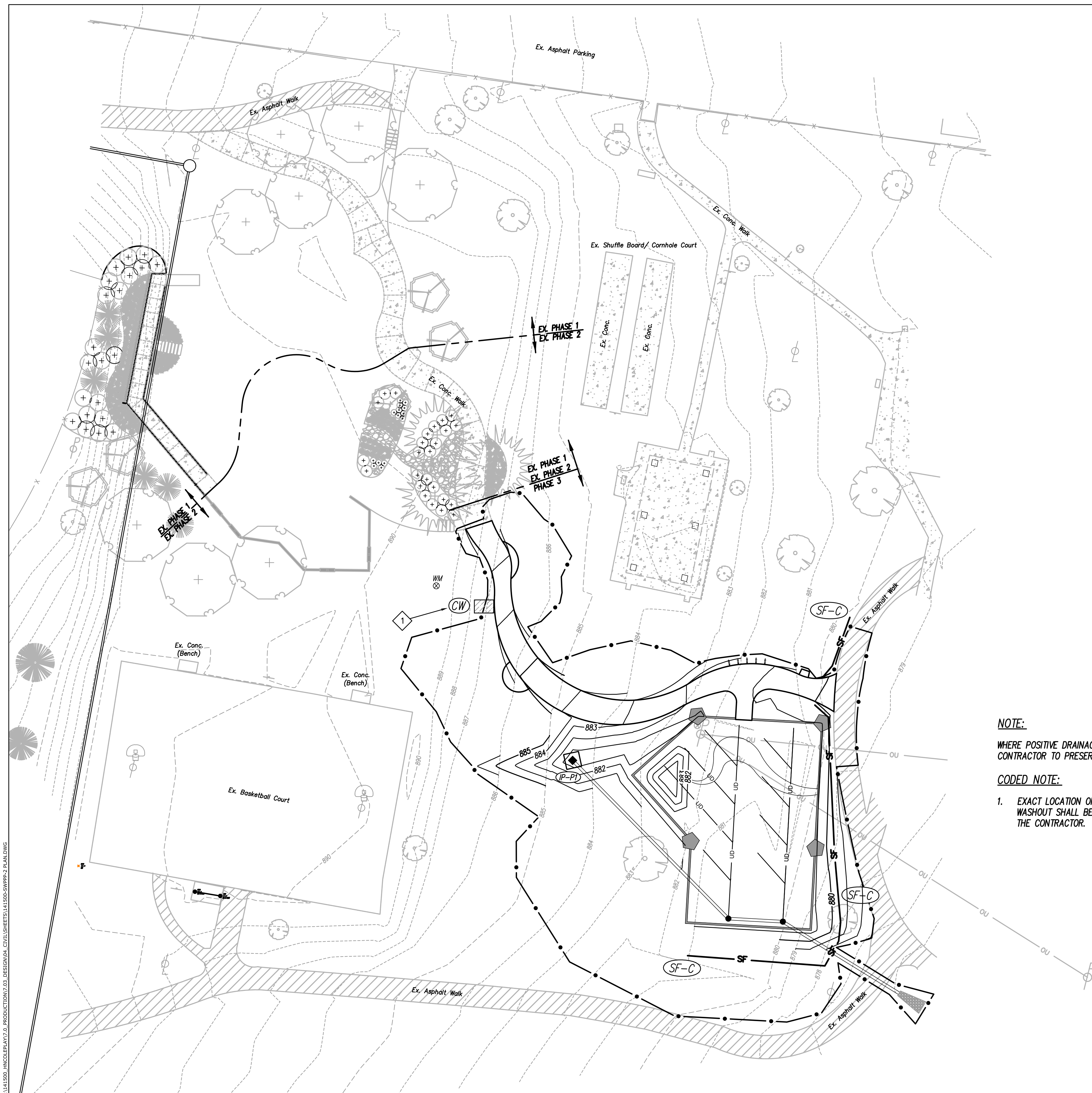
C-200

PROJECT NO.: 21910 DATE: 12.19.2022



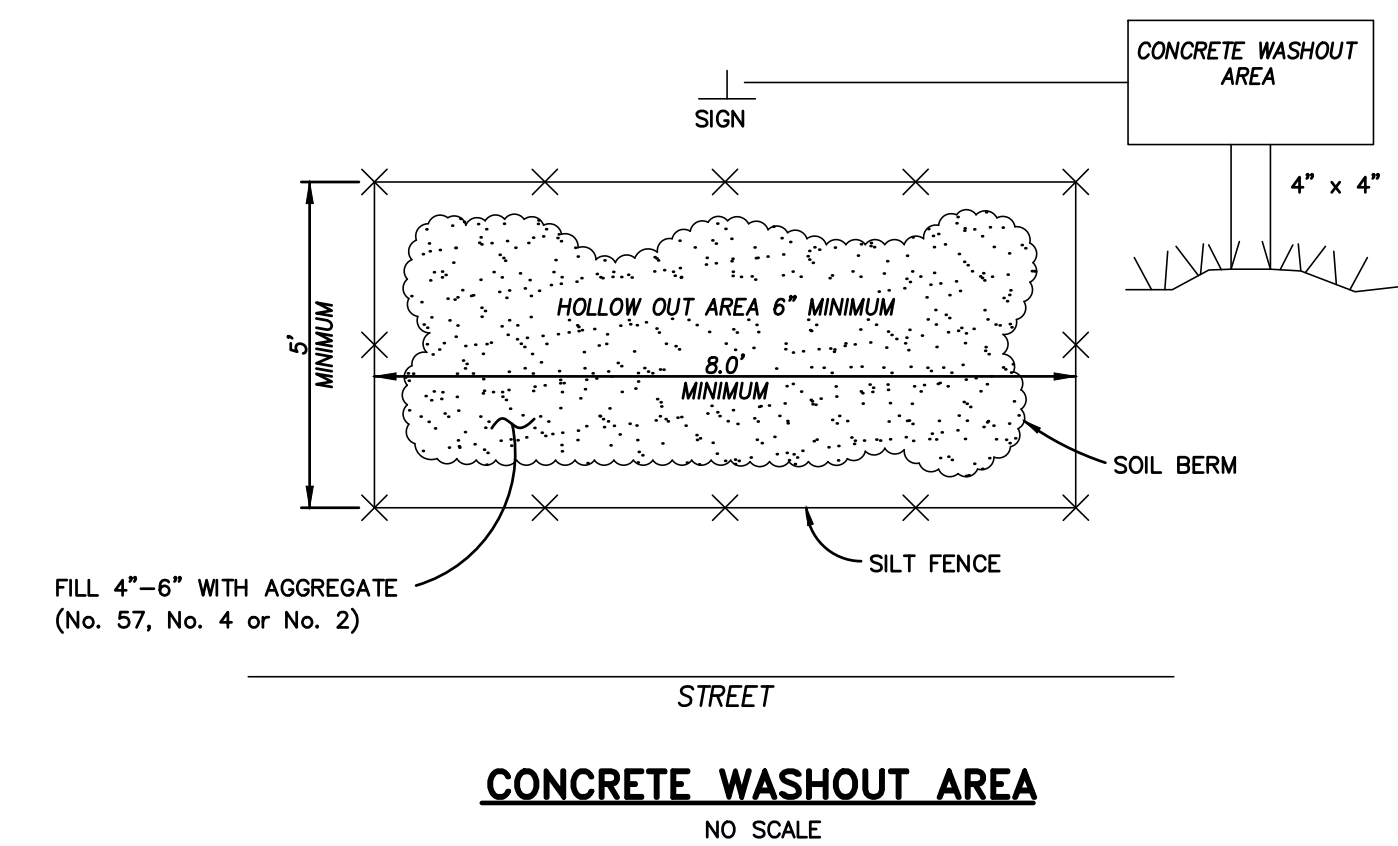
Know what's below.
Call before you dig.





INSTALLATION: STAND GRATE ON END. PLACE DANDY BAG OVER GRATE. FLIP GRATE OVER SO THAT OPEN END IS UP. PULL UP SLACK. TUCK FLAP IN. BE SURE END OF GRATE IS COMPLETELY COVERED BY FLAP OR DANDY BAG WILL NOT FIT PROPERLY. HOLDING HANDLES, CAREFULLY PLACE DANDY BAG WITH GRATE INSERTED INTO CATCH BASIN FORM SO THAT RED DOT ON THE TOP OF THE DANDY BAG IS VISIBLE.

MAINTENANCE: AFTER SILT HAS DRIED, REMOVE IT FROM THE SURFACE OF DANDY BAG WITH BROOM.



NOTE:

WHERE POSITIVE DRAINAGE ALLOWS,
CONTRACTOR TO PRESERVE EXISTING TREES.

CODED NOTE:

1. EXACT LOCATION OF CONCRETE WASHOUT SHALL BE DETERMINED BY THE CONTRACTOR.

HATCHING LEGEND

 EXISTING CONCRETE PAVEMENT

 EXISTING ASPHALT PAVEMENT

EROSION PREVENTION LEGEND		
	SEDIMENT BARRIER (TYPE C SILT FENCE)	
	DANDY BAG	
	CONCRETE WASHOUT AREA	
	LIMITS OF CONSTRUCTION	

COLERAIN
PARK
PLAYGROUND
PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

NOT FOR
CONSTRUCTION

PRIME/LANDSCAPE ARCHITECT:



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NATURE**
990 Saint Paul Drive
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ISSUE/ REVISION:
12.19.2022 - ISSUED FOR BID

SHEET TITLE:
EROSION
PREVENTION
AND SEDIMENT
CONTROL PLAN
STAGE II

SCALE: 1" = 20'-0"	DRAWN BY: RDJ
	CHECKED BY: JBK

SHEET NUMBER:

C-202

PROJECT NO.:	DATE:
21910	12.19.2022

12/13/22 - 02:50pm TAB: EROSION PREVENTION AND SEDIMENT CONTROL PLAN PHASE III
J:\141500_HMC\PLAY\7.0_PRODUCTION\4_CIVIL\SHEET\141500-SWPPP3 PLAN.DWG



NOTES:

CONTRACTOR TO INSTALL UNDERDRAINS IN PH 3 AS PART OF BASE BID. GRADES SHOWN IN PH 3 ARE PROPOSED FINISHED SURFACE GRADES.

CONTRACTOR TO COORDINATE WITH OWNER'S REP FOR FINAL SUB-BASE GRADES FOR FUTURE PHASE.

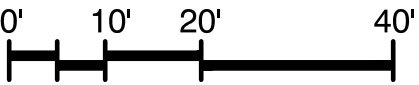
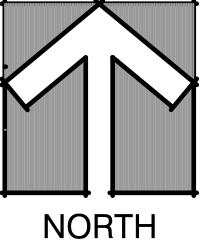
WHERE POSITIVE DRAINAGE ALLOWS, CONTRACTOR TO PRESERVE EXISTING TREES.

CODING NOTES:

- PROPOSED ROCK CHANNEL PROTECTION TYPE C, 2' x 5' x 18".
- PIPE TO BE EXTENDED TO DAYLIGHT INTO THE EXISTING CREEK ON THE WEST SIDE OF THE BOARDWALK, EXACT ROUTE TO BE STAKED AND REVIEWED ON SITE, WITH THE OWNER AND THE LANDSCAPE ARCHITECT TO AVOID EXISTING TREES.

HATCHING LEGEND

	EXISTING CONCRETE PAVEMENT
	EXISTING ASPHALT PAVEMENT
	EXISTING ASPHALT PAVEMENT TO BE SAWCUT, REMOVED, AND REPLACED IN KIND
	PROPOSED LANDSCAPING AREA



**COLERAIN PARK
PLAYGROUND
PHASE 3**

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

**NOT FOR
CONSTRUCTION**

PRIME/LANDSCAPE ARCHITECT:



**HUMAN
NATURE**
990 Saint Paul Drive
Cincinnati, OH 45206

Subconsultant:
IBI Group
23 Triangle Park Drive, Ste. 2300
Cincinnati, Ohio 45246
P: 513.942.3141, F: 513.881.2263

ISSUE/ REVISION:
12.19.2022 - ISSUED FOR BID

SHEET TITLE:
**EROSION
PREVENTION
AND SEDIMENT
CONTROL PLAN
STAGE III**

SCALE:
1"=20'-0"

DRAWN BY: RDJ
CHECKED BY: JBK

SHEET NUMBER:

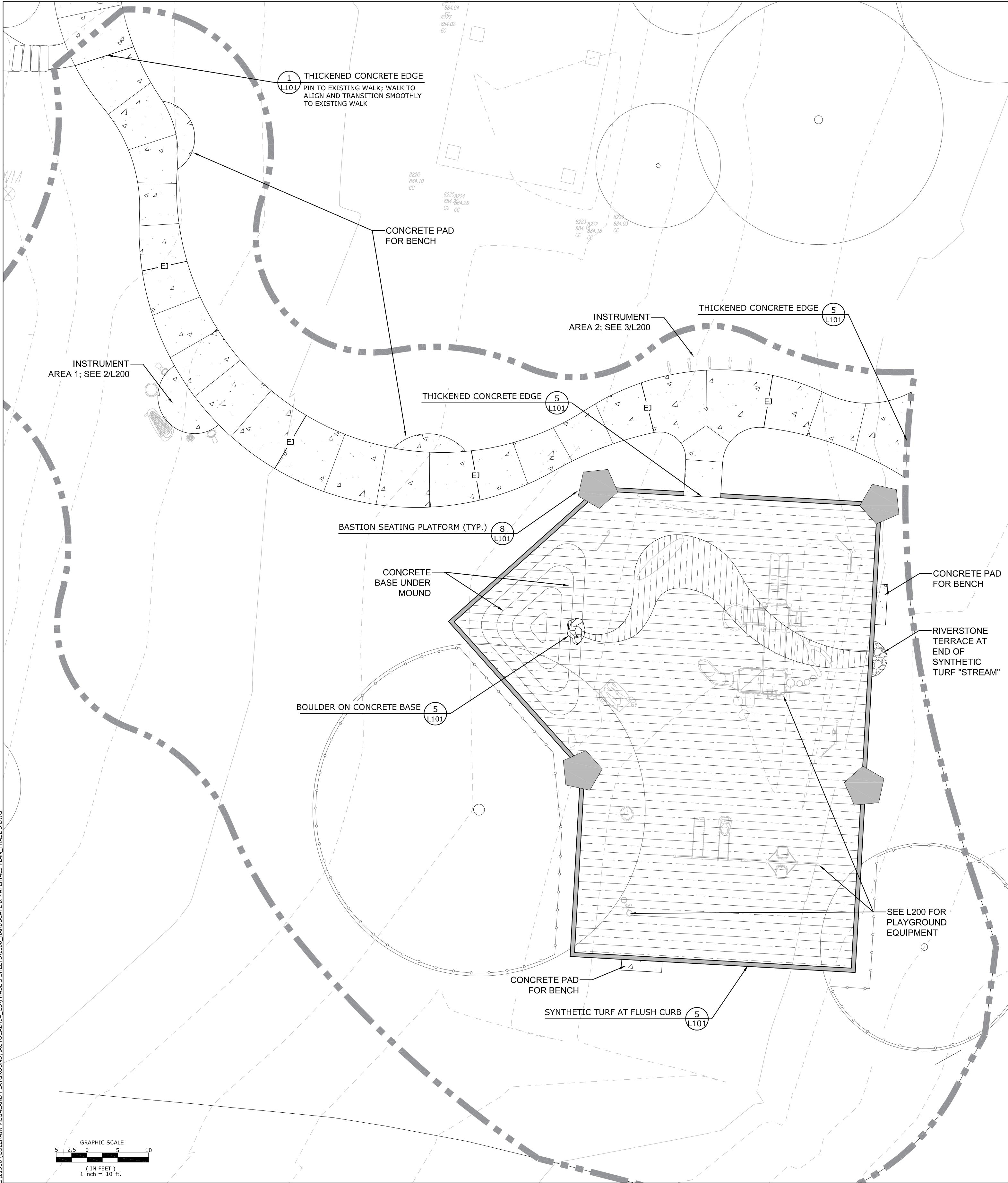
C-203

PROJECT NO.:

DATE:

21910

12.19.2022



12/15/22 - 12:45pm TAB: LAYOUT1
X:\21900 PROJECTS\21910 (COLERAIN MESA)LAND PLAYGROUND\AUTOCAD\14_CDP\PHASE 3 SHEETS\L100_HARDSCAPE & MATERIALS PLAN PHASE 3.DWG

1
L100
HARDSCAPE PLAN
SCALE: 1" = 10'-0"

HARDSCAPE MATERIAL SCHEDULE					
KEY	ITEM	FINISH & SIZE	COLOR	SUPPLIER (BASIS OF DESIGN OR APPROVED EQUAL)	COMMENTS
	CONCRETE WALK	LIGHT BROOM FINISH PERPENDICULAR TO FLOW OF PEDESTRIAN TRAFFIC; UNLESS OTHERWISE NOTED, TOOLED JOINTS & EDGES; NO EDGE MARKS	STANDARD	N/A	SEE DETAILS 1,5,7 L/101
	WASHED RIVER STONE	COLORADO RIVER ROCK; 2" - 4"	STANDARD	SEMCO OUTDOOR 11864 CHESTERDALE ROAD CINCINNATI, OHIO 45246 513.725.0070 WWW.SEMCOOUTDOOR.COM/CINCINNATI	N/A
	BOULDER	GRANITE; ROUND 36" - 48" DIA.	STANDARD	SEMCO OUTDOOR 11864 CHESTERDALE ROAD CINCINNATI, OHIO 45246 513.725.0070 WWW.SEMCOOUTDOOR.COM/CINCINNATI	SEE DETAIL 4 L/101
	SYNTHETIC TURF SAFETY SURFACE	PLAYGROUND GRASS ULTRA	LAGOON BLUE	FOREVER LAWN OF OHIO 4449 EASTON WAY COLUMBUS, OH 43219 844.614.8873; WWW.FOREVERLAWN.COM	SEE DETAILS 2,3,4,6 L/101
	SYNTHETIC TURF SAFETY SURFACE	PLAYGROUND GRASS ULTRA	GREEN	FOREVER LAWN OF OHIO 4449 EASTON WAY COLUMBUS, OH 43219 844.614.8873; WWW.FOREVERLAWN.COM	SEE DETAILS 2,3,4,6 L/101
	FLUSH CONCRETE CURB	LIGHT BROOM FINISH; UNLESS OTHERWISE NOTED, TOOLED JOINTS & EDGES; NO EDGE MARKS	STANDARD	N/A	SEE DETAIL 6 L/101

* SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS

HARDSCAPE NOTES

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- 4'x4' MOCK-UP REQUIRED FOR ALL PAVING TYPES. MOCK-UP MAY ULTIMATELY BE PART OF FINISHED PAVED AREA IF APPROVED. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS
- DIGITAL LAYOUT INFORMATION PROVIDED BY LANDSCAPE ARCHITECT.
- COORDINATE ALL SURFACE ELEMENTS OF ELECTRICAL UTILITIES & STORM DRAINAGE STRUCTURES WITH HARDSCAPE ELEMENTS;ALL ELECTRICAL AND STORM ELEMENTS SHOULD BE FLUSH WITH ADJACENT PAVEMENT; CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS AND RESOLVE ISSUES IN THE FIELD.
- PROPOSED USE ZONES SHOWN ON PLAN ARE A GUIDE. CONTRACTOR TO VERIFY FALL ZONES PER MANUFACTURER'S RECOMMENDATIONS AND SHOW USE ZONE ON SHOP DRAWINGS. BEFORE INSTALLATION OF EQUIPMENT, REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT.
- THESE HARDSCAPE NOTES APPLY TO ALL "L1XX" SERIES DRAWINGS

COLERAIN
PARK
PLAYGROUND
PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

NOT FOR
CONSTRUCTION

PRIME/LANDSCAPE ARCHITECT:



HUMAN
NATURE

990 Saint Paul Drive
Cincinnati, OH 45206
P: 513.281.2211
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Subconsultant:
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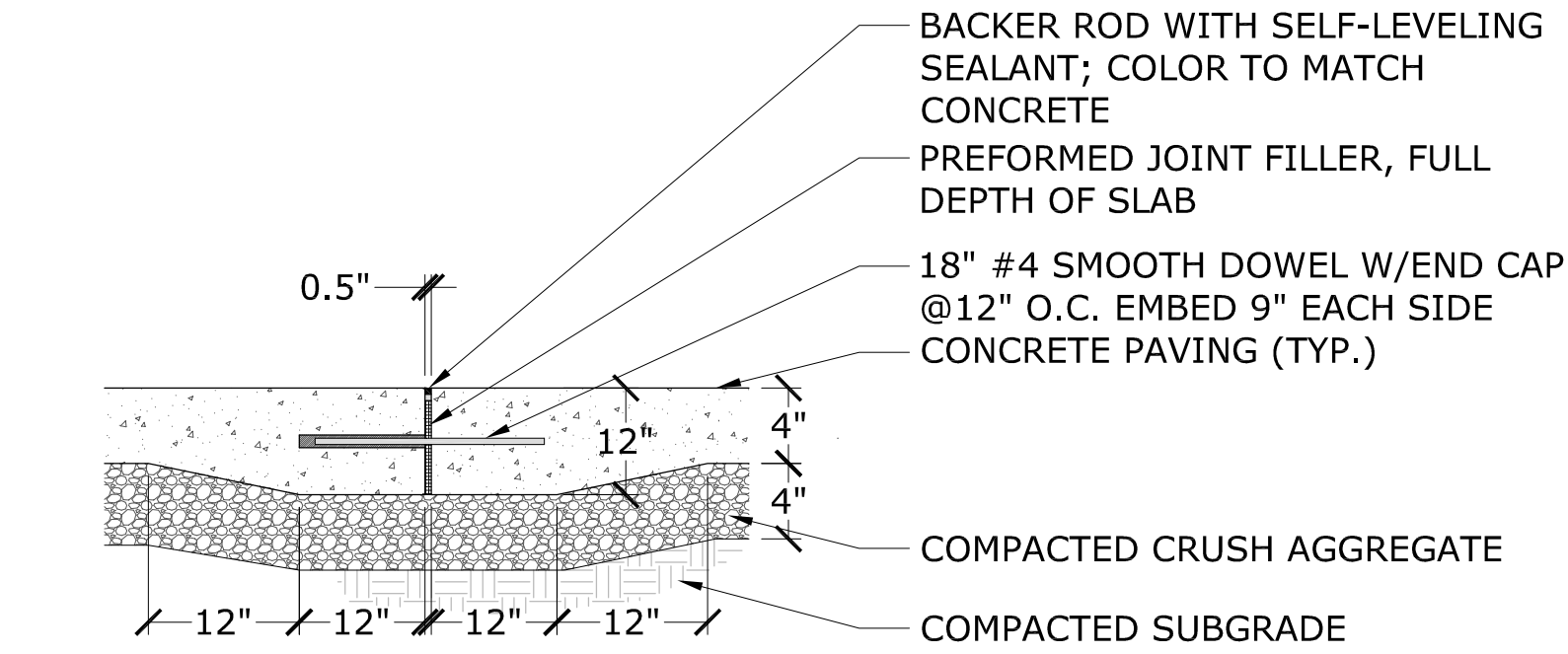
ISSUE/ REVISION:
12.19.2022 - ISSUED FOR BID

SHEET TITLE:
HARDSCAPE AND
MATERIALS PLAN

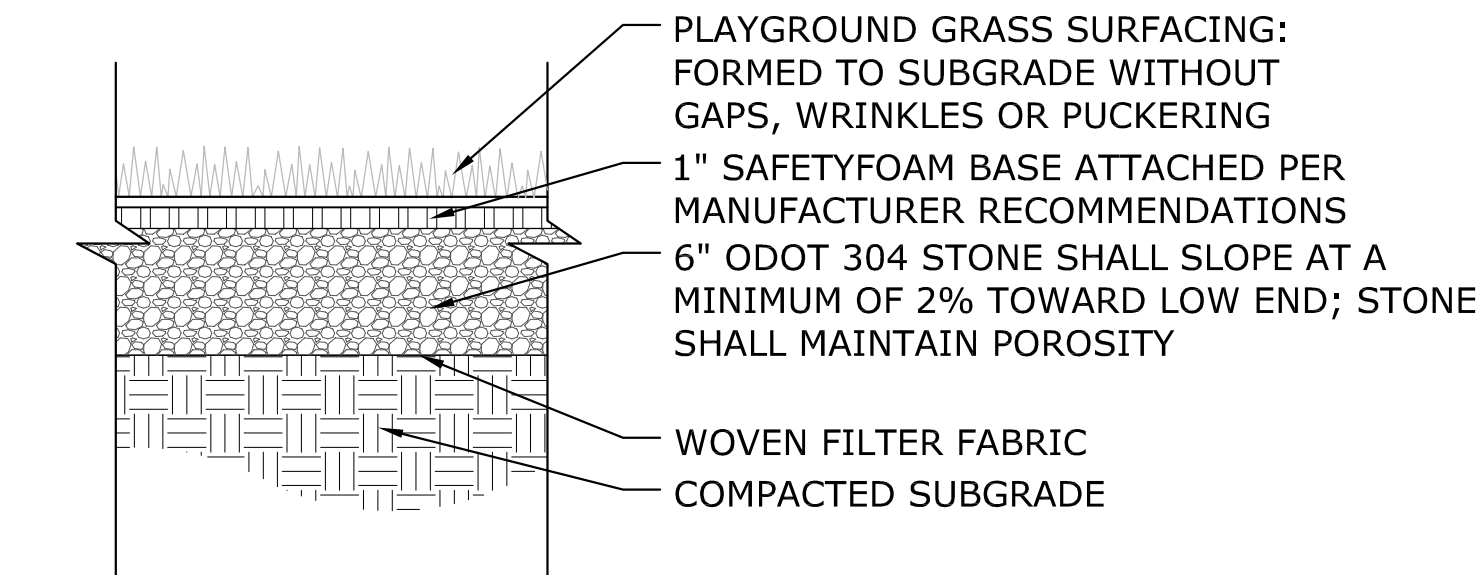
SCALE: 1" = 10'-0"
DRAWN BY: NH
CHECKED BY: GW

SHEET NUMBER:
L100

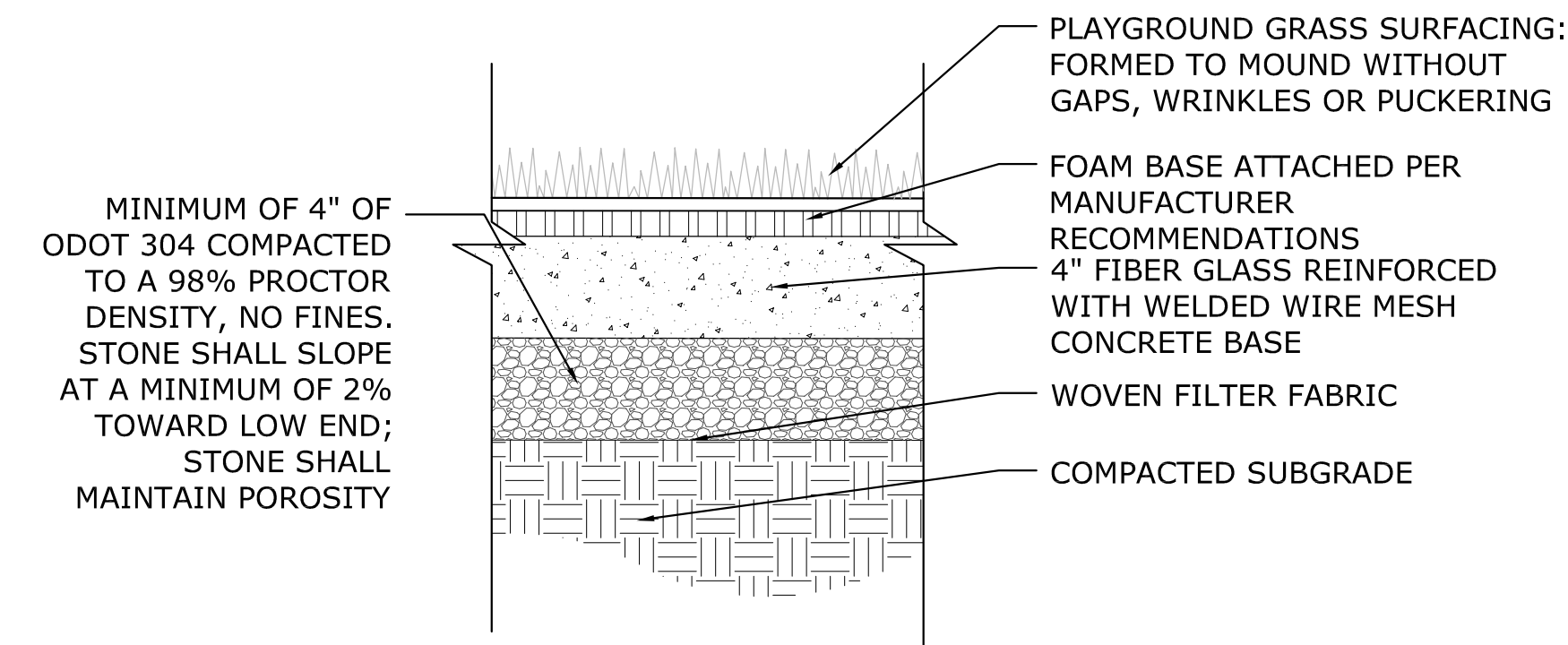
PROJECT NO.: 21910
DATE: 12.19.2022



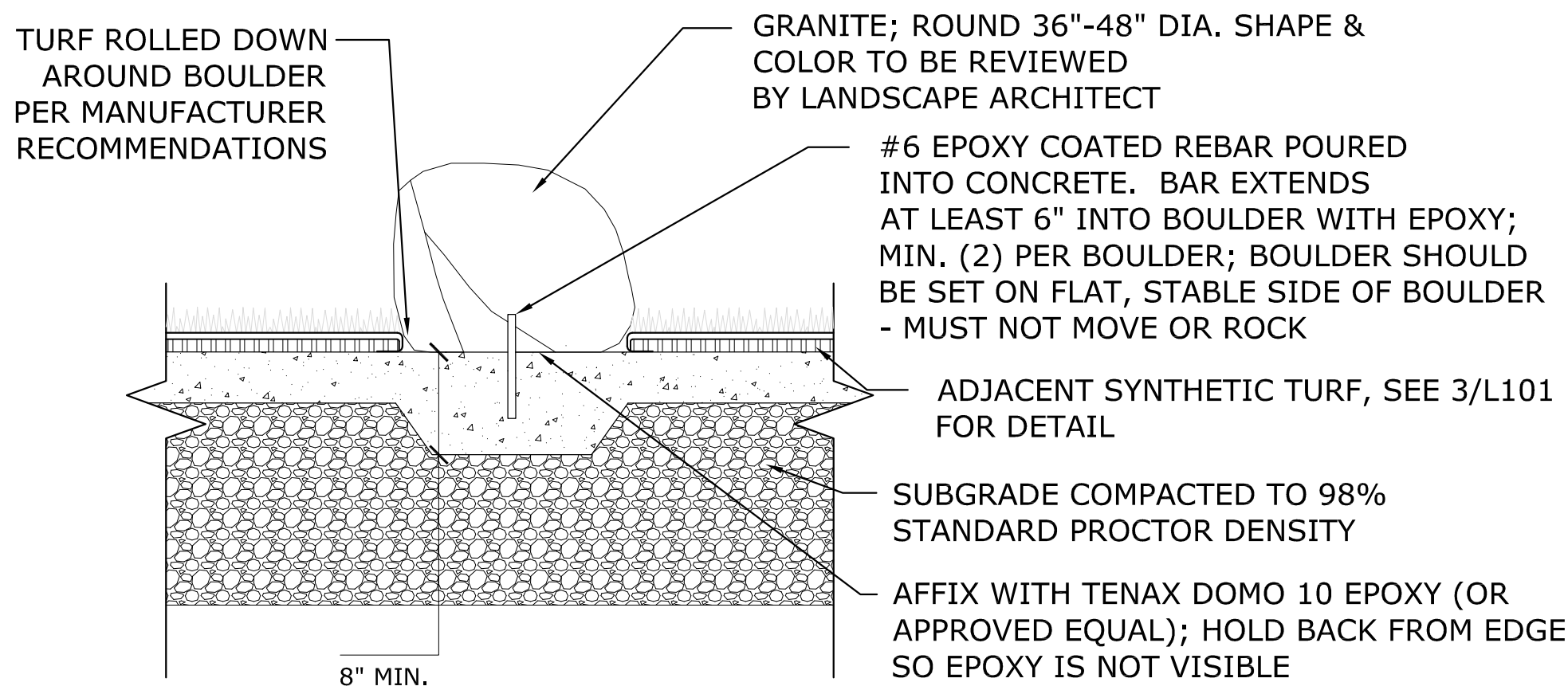
1 CONCRETE TO CONCRETE EDGE DETAIL
L101 SCALE: N.T.S.



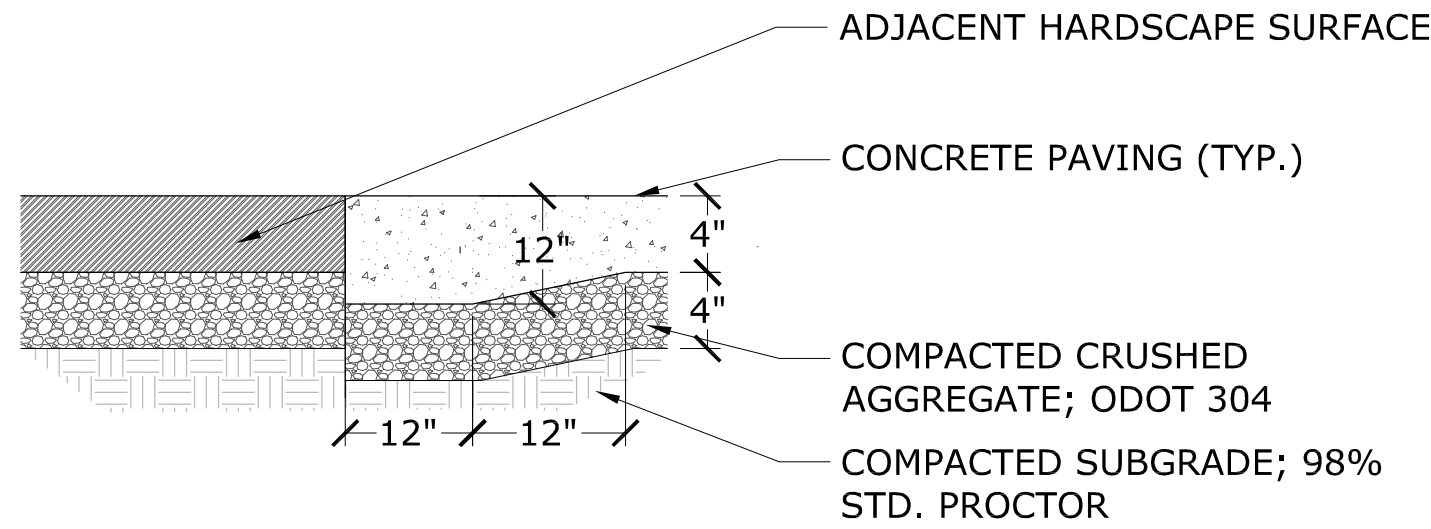
2 TYPICAL SYNTHETIC TURF WITH AGGREGATE BASE DETAIL
L101 SCALE: N.T.S.



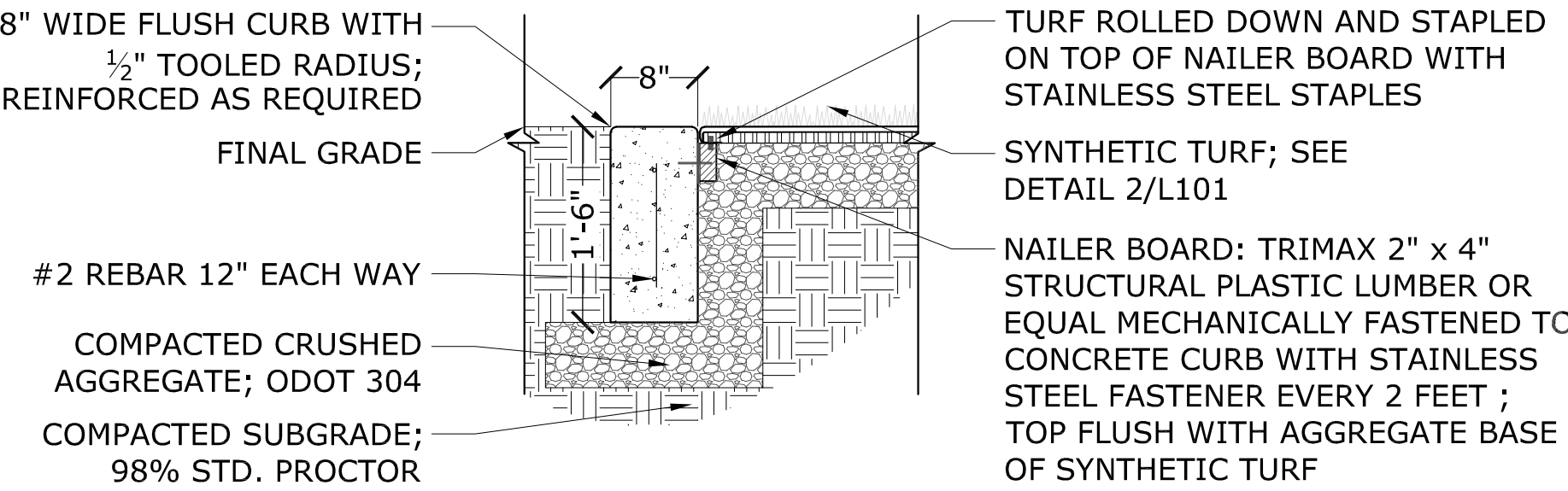
3 TYPICAL SYNTHETIC TURF WITH CONCRETE BASE DETAIL
L101 SCALE: N.T.S.



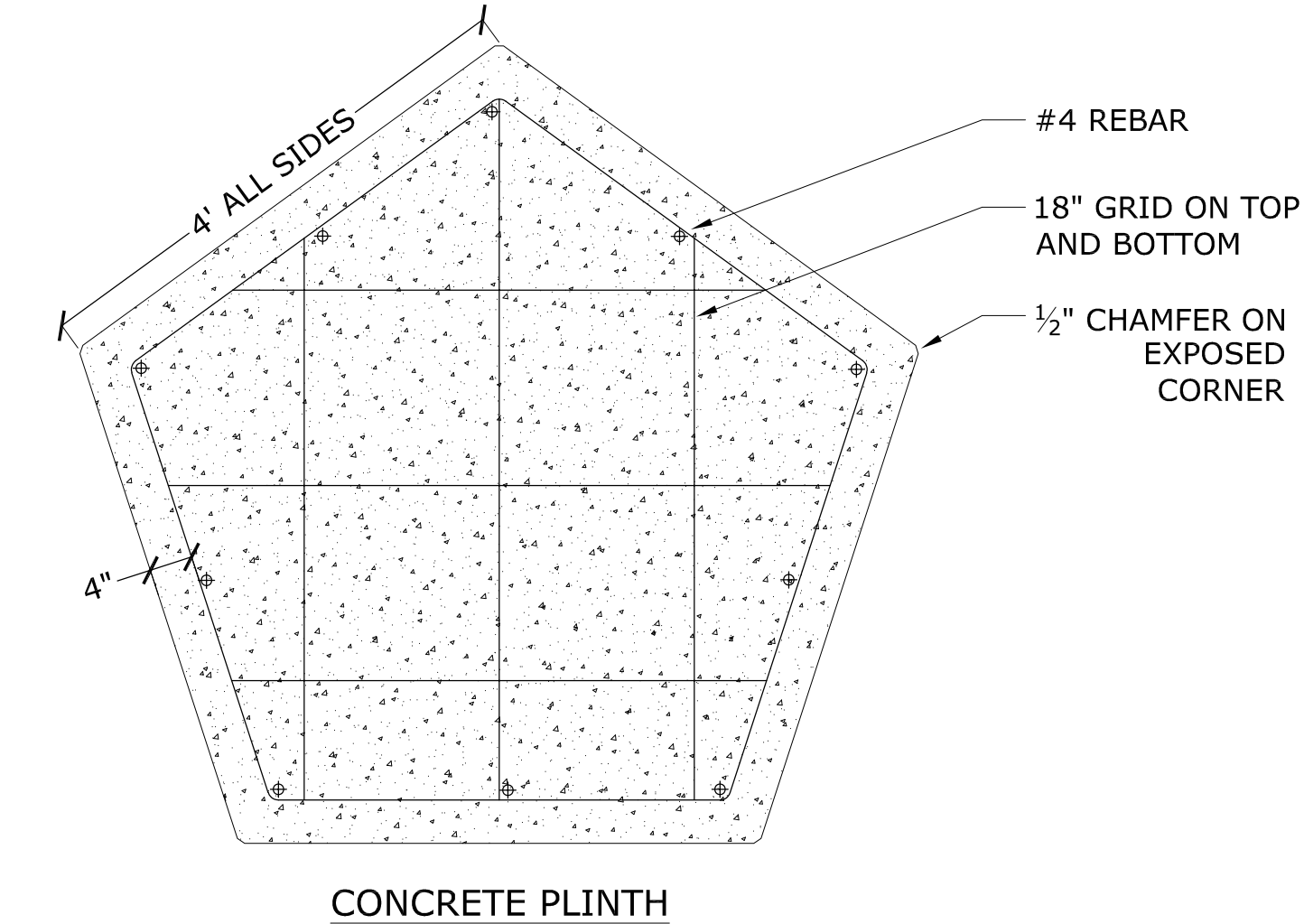
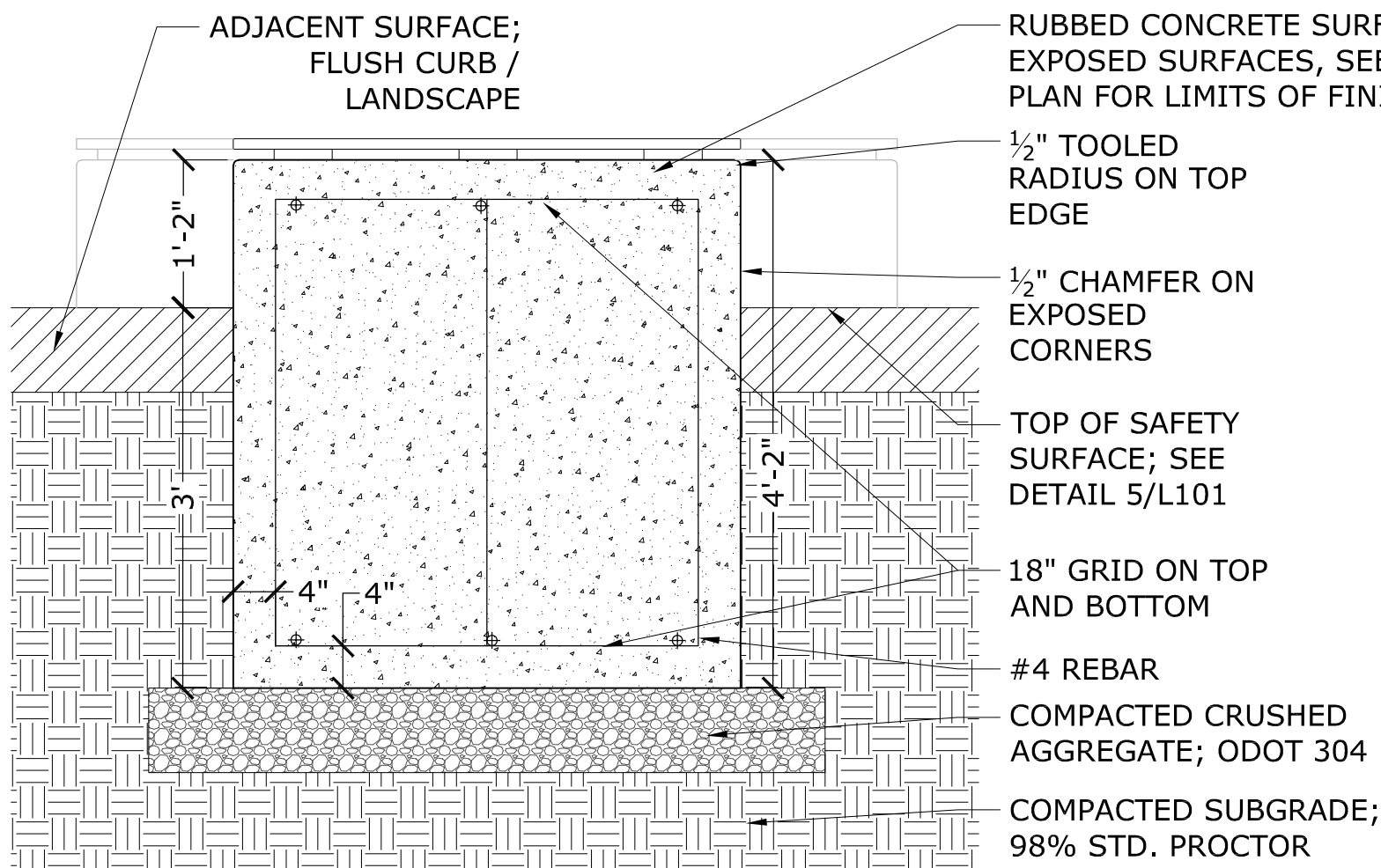
4 BOULDER ON CONCRETE BASE - ADJACENT TO SYNTHETIC TURF
L101 SCALE: N.T.S.



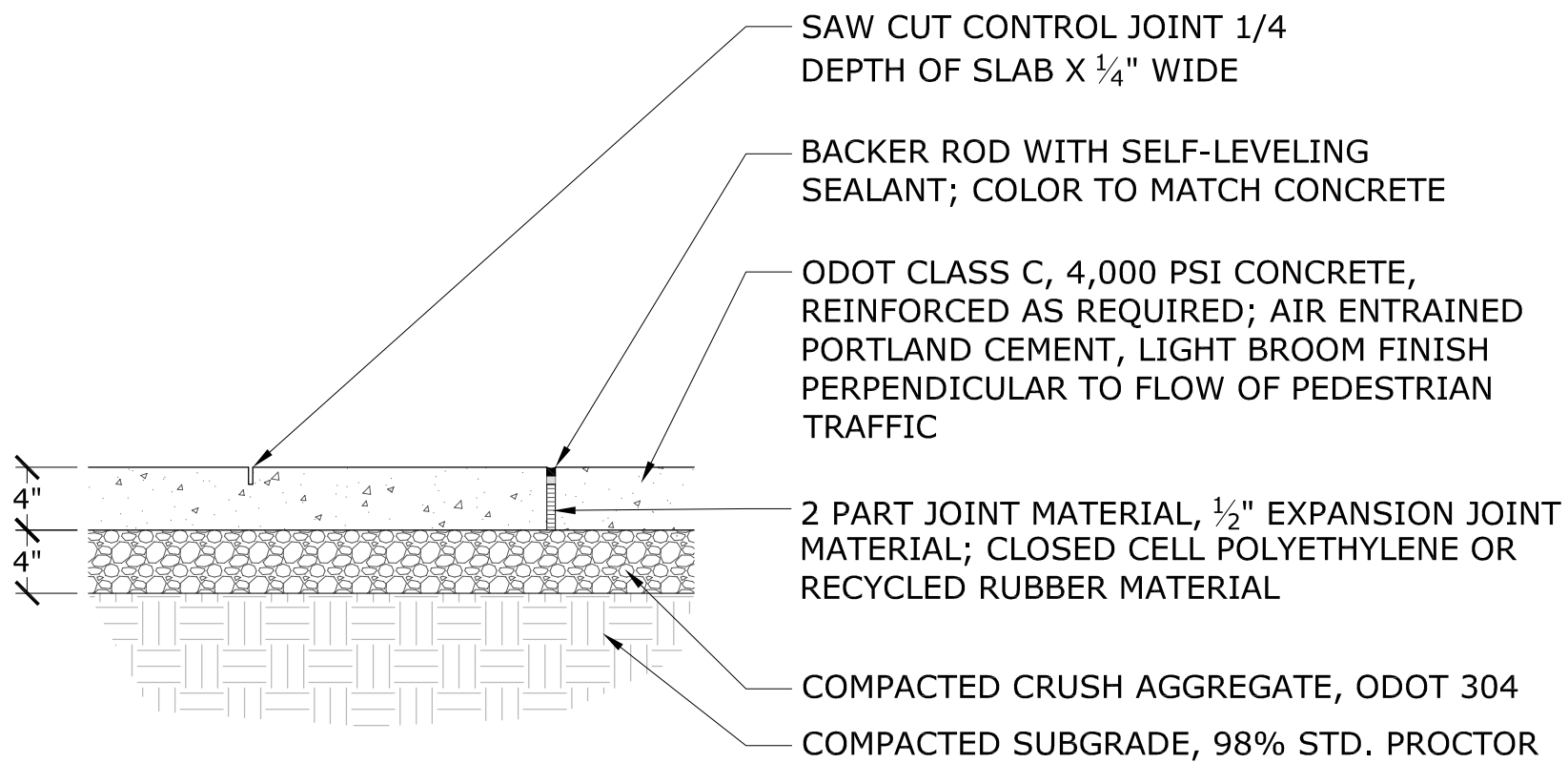
5 THICKENED CONCRETE EDGE DETAIL
L101 SCALE: N.T.S.



6 FLUSH SYNTHETIC TURF CURB DETAIL
L101 SCALE: N.T.S.

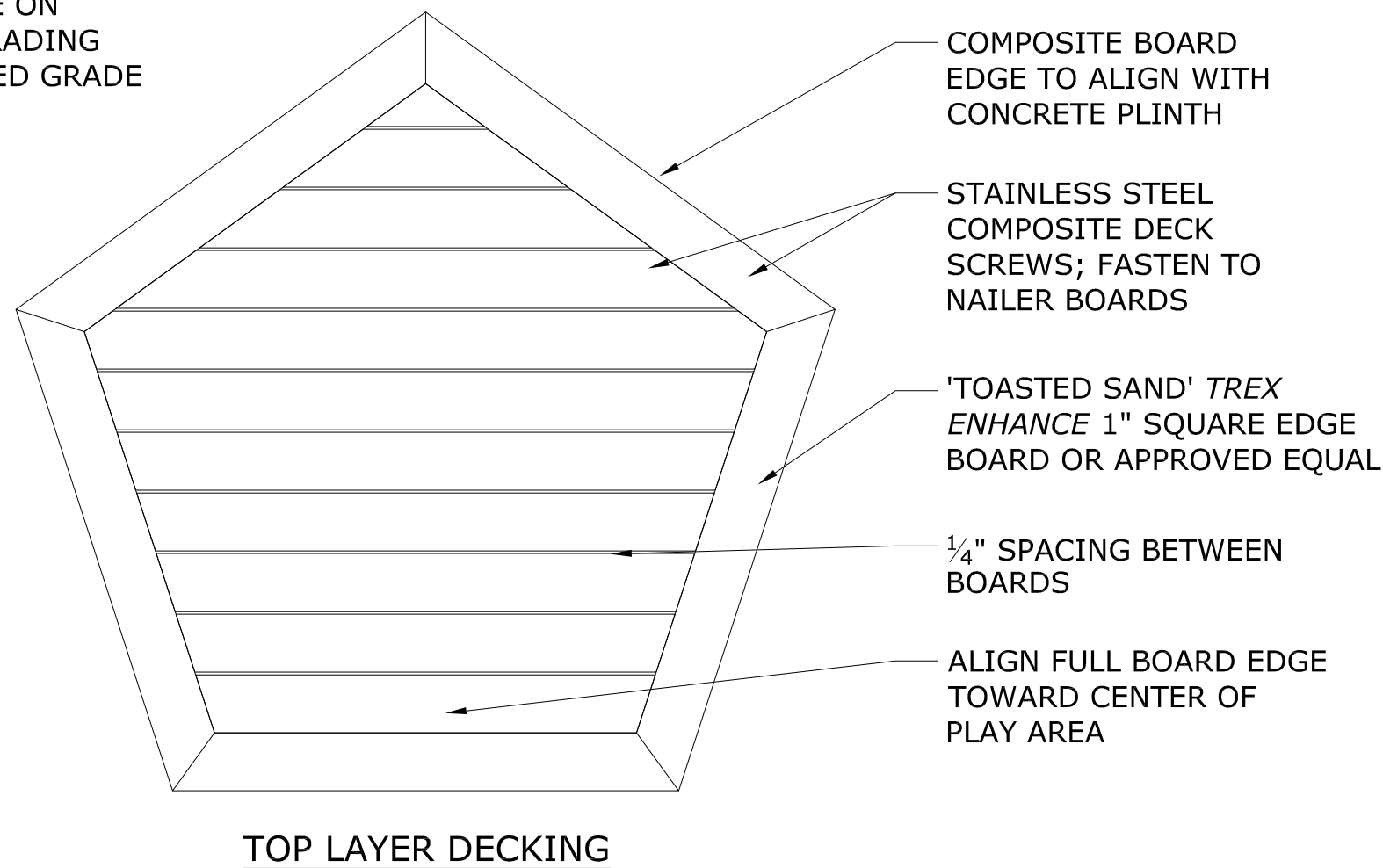


8 BASTION SEATING PLATFORM
L101 SCALE: N.T.S.

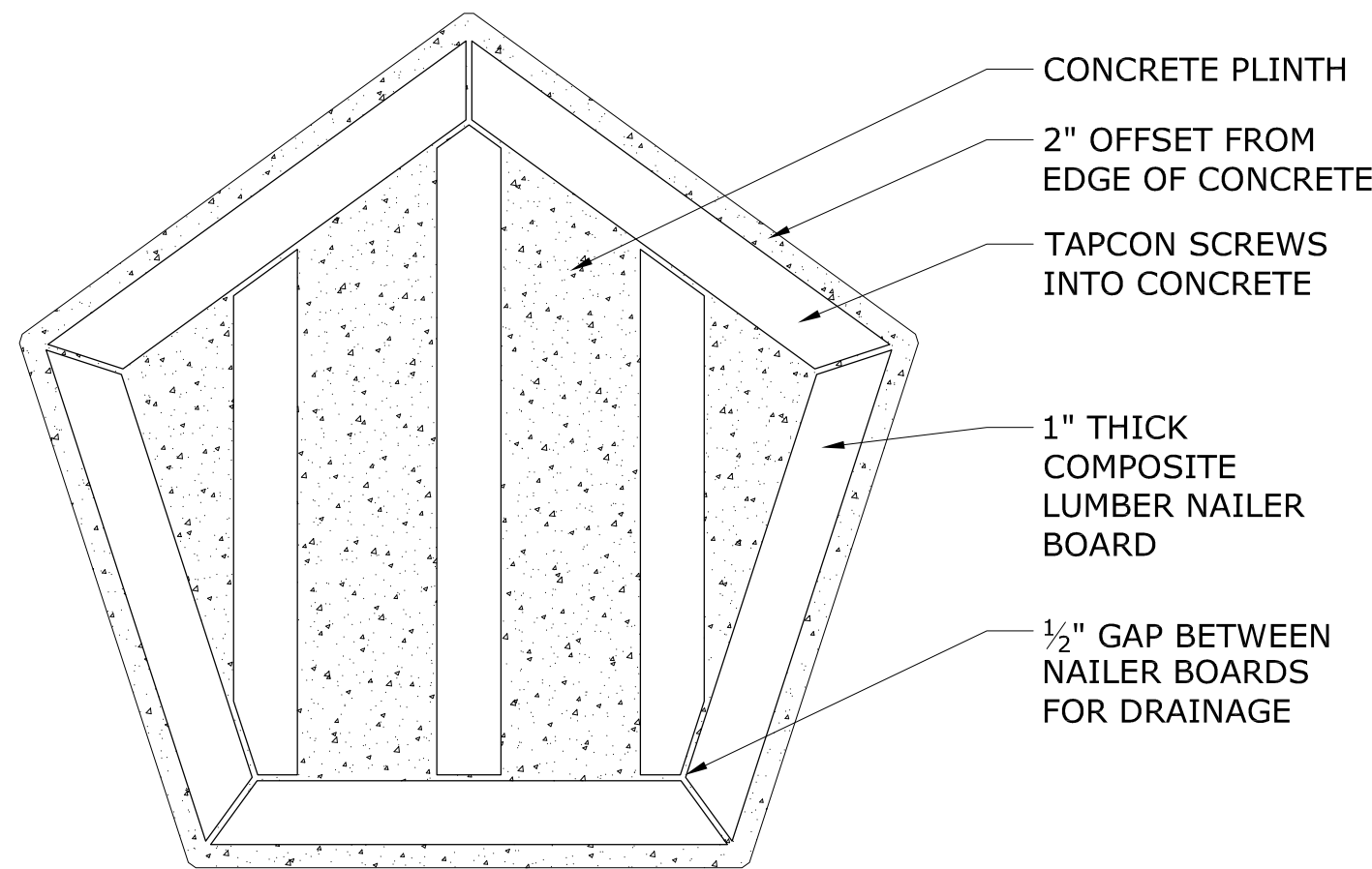


- NOTES:
- CONDITIONS VARY. PROVIDE EXP. JOINT WHERE SIDEWALKS ARE POURED AGAINST CURBS AND/OR ALL OTHER VERTICAL SURFACES AND/OR DIFFERENT PAVING MATERIALS.
 - MEET ADJACENT GRADES FLUSH.
 - EXPANSION AND CONTROL JOINTS PER DRAWINGS
 - 1/8" (1.04%) MIN. TO 3/46" (1.75%) MAXIMUM CROSS SLOPE ON PROPOSED WALK
 - CONCRETE SHALL BE SEALED WITH WEATHER WORKER (TM) J29 OR APPROVED EQUAL
 - PROVIDE 1/8" NOM. RADIUS ON ALL EXPOSED EDGES; NO TOOL MARKS
 - PROVIDE LIGHT BROOM FINISH ON CONCRETE SURFACE, AS INDICATED ON MATERIAL PLANS.

7 CONCRETE DETAIL
L101 SCALE: N.T.S.



TOP LAYER DECKING



NAILER BOARD DECKING

COLERAIN PARK PLAYGROUND PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

NOT FOR
CONSTRUCTION

PRIME/LANDSCAPE ARCHITECT:



HUMAN
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Subconsultant:
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ISSUE/ REVISION:

12.19.2022 - ISSUED FOR BID

SHEET TITLE:
HARDSCAPE
DETAILS

SCALE: PER PLAN
DRAWN BY: NH
CHECKED BY: GW

SHEET NUMBER:

L101

PROJECT NO.: 21910
DATE: 12.19.2022



The site plan shows two instrument areas. **Instrument Area 1** is located in the upper right quadrant and contains five instruments: 214444 KUNDU DRUM, 214445 KETTLE DRUM, 214441 VIVO METALLOPHONE, 250341 TONGUE DRUM JUNIOR W/MALLET, and 214443 GOBLET DRUM. A callout box for this area states: "INSTALL INSTRUMENTS JUST OFF EDGE OF PAVEMENT BUT WITHIN REACHING DISTANCE; STAKE LOCATIONS ON SITE AND REVIEW WITH LANDSCAPE ARCHITECT". **Instrument Area 2** is located in the lower right quadrant and contains one instrument: 251574 VIBRA CHIMES PENTATONIC SCALE. A callout box for this area states: "INSTALL INSTRUMENTS JUST OFF EDGE OF PAVEMENT BUT WITHIN REACHING DISTANCE; STAKE LOCATIONS ON SITE AND REVIEW WITH LANDSCAPE ARCHITECT". The plan also shows a curved path, a parking lot with several cars, and a building labeled "MUSEUM". A north arrow is located in the bottom right corner of the plan.

214444 KUNDU DRUM

214445 KETTLE DRUM

214441 VIVO METALLOPHONE

250341 TONGUE DRUM JUNIOR W/MALLET

214443 GOBLET DRUM

251574 VIBRA CHIMES PENTATONIC SCALE

INSTALL INSTRUMENTS JUST OFF EDGE OF PAVEMENT BUT WITHIN REACHING DISTANCE; STAKE LOCATIONS ON SITE AND REVIEW WITH LANDSCAPE ARCHITECT

INSTALL INSTRUMENTS JUST OFF EDGE OF PAVEMENT BUT WITHIN REACHING DISTANCE; STAKE LOCATIONS ON SITE AND REVIEW WITH LANDSCAPE ARCHITECT

2

L200

SCALE: 1/4" = 1'-0"

3

L200

SCALE: 1/4" = 1'-0"

- | | |
|-----------------------------|----------------|
| ISSUE/ REVISION: | |
| 12.19.2022 - ISSUED FOR BID | |
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| | |
| | |
| SHEET TITLE: | |
| PLAYGROUND PLAN | |
| SCALE: | DRAWN
BY: |
| 1/4" = 1'-0" | NH |
| | CHECKED
BY: |
| | GW |
| SHEET NUMBER: | |
| L200 | |
| PROJECT NO.: | DATE: |
| 21910 | 12.19.2022 |

PRIME/LANDSCAPE ARCHITECT:



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NATURE**

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PHASE 3

- The layout and character of the toddler playground is inspired by a fort with bastion fortifications.
- The perimeter of the play area is outlined by a flush curb with "bastion" seating platforms.
- The play structure will consist of two towers with similar character to the adjacent phase 1 & 2 play structures and be designed for children ages 2-5
- The structure will consist of a variety of play and climbing elements.
- The playground equipment materials palette consists of recycled plastic composite planks (vertical and horizontal) and brown painted steel posts.
- There will be a variety of stand-alone play equipment including swings with specialized seats, a spinner, a crawl-thru log, a canoe. and panel activities
- The safety surfacing consists of synthetic play turf over a cushioned sub-base to a depth recommended by the playground manufacturer for a safe fall height, per ASTM standards.
- There will be a mounded hill from which a "stream" will originate from and "flow" through the play area.
- There will be musical instruments situated on the path between the existing Phase 1 & 2 play area and the proposed Phase 3 play area



COLERAIN
PARK
PLAYGROUND
PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

NOT FOR
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PRIME/LANDSCAPE ARCHITECT:



Subconsultant:
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Cincinnati, Ohio 45246
P: 513.942.3141

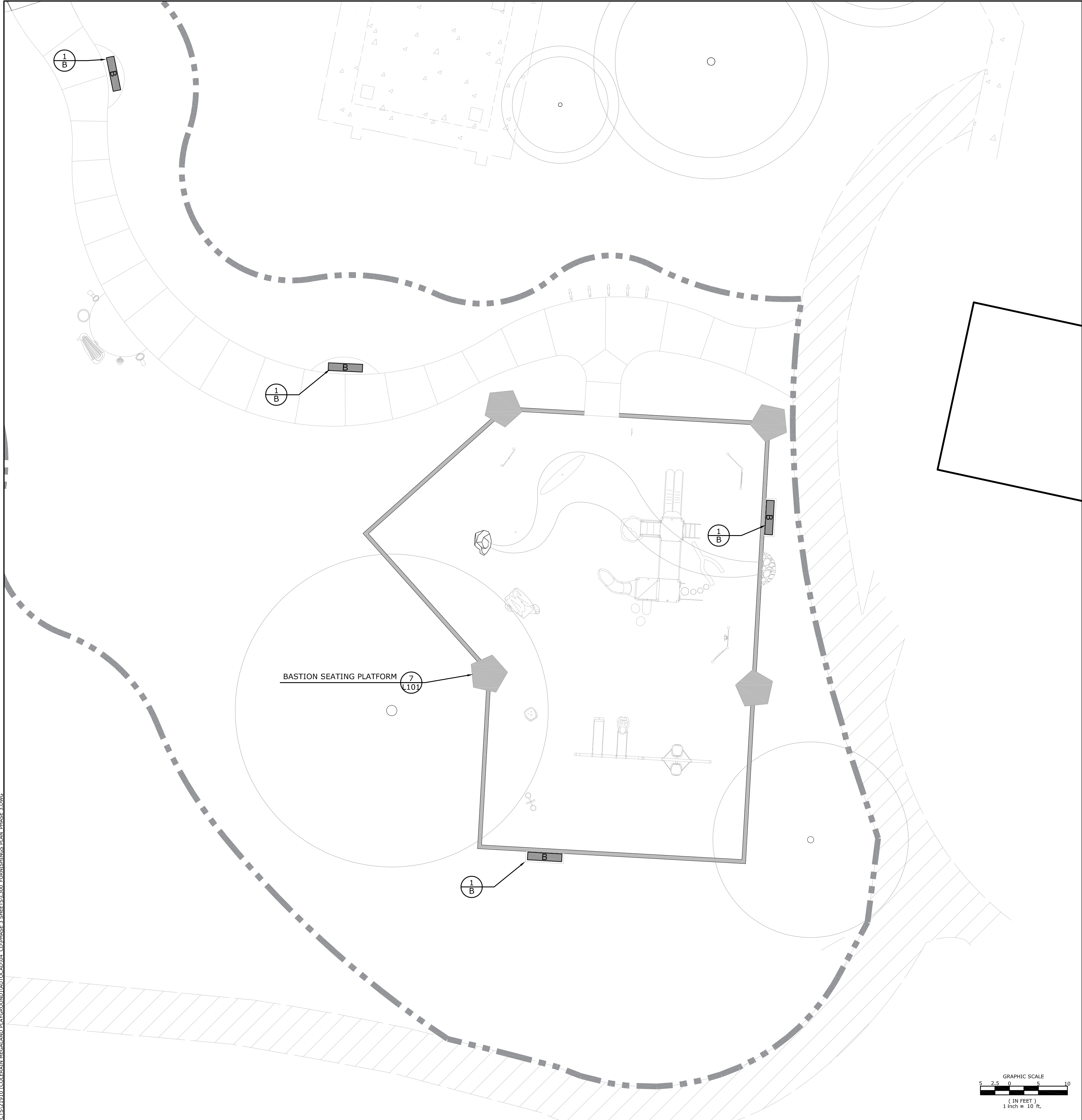
ISSUE/ REVISION:
12.19.2022 - ISSUED FOR BID

SHEET TITLE:
PLAYGROUND
CHARACTER INTENT

SCALE: DRAWN BY: NH
CHECKED BY: GW

SHEET NUMBER:
L201

PROJECT NO.: DATE:
21910 12.19.2022



1
L300
FURNISHINGS PLAN
SCALE: 1" = 10'

SITE FURNISHINGS SCHEDULE						
KEY	IMAGE	ITEM	MANUFACTURER	MODEL	COLOR/OPTIONS	QTY
B		BENCH	LANDSCAPE STRUCTURES 601 7TH STREET SOUTH DELANO, MN 55328 888.438.6574 WWW.PLAYLSI.COM	WOOD-GRAIN BENCH #186583	70" BACKLESS BENCH, RECYCLED POLYETHYLENE, COLOR: CEDAR/MINK BLEND, METAL COLOR: BROWN PROSHIELD FINISH; SURFACE MOUNTED	4

FURNISHINGS NOTES

1. INSTALLATION OF ALL FURNISHINGS PER MANUFACTURER'S RECOMMENDATIONS.
2. ALL METAL FINISHES TO BE AS NOTED IN THE FURNISHINGS SCHEDULE. SUBMIT SAMPLES FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO ORDERING.
3. FIELD LOCATE AND STAKE ALL FURNISHINGS AND REVIEW LOCATION WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. SUBMIT SHOP DRAWINGS AND MANUFACTURER'S PRODUCT DATA FOR ALL FURNISHINGS FOR REVIEW BY LANDSCAPE ARCHITECT.

COLERAIN
PARK
PLAYGROUND
PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

NOT FOR
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PRIME/LANDSCAPE ARCHITECT:



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ISSUE/ REVISION:
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SHEET TITLE:
FURNISHINGS PLAN

SCALE:
1/4" = 1'-0"
DRAWN BY: NH
CHECKED BY: GW

SHEET NUMBER:
L300

PROJECT NO.: 21910
DATE: 12.19.2022



PLANTING NOTES

1. FINAL GRADING AND SITE PREPARATION SHALL BE COMPLETED PRIOR TO PLANTING. THIS SHOULD INCLUDE DRAINAGE PER THE GRADING PLAN, REMOVAL OF MISCELLANEOUS DEBRIS, ELIMINATION OF EXISTING PLANT MATERIAL AS DIRECTED, AND PLACEMENT OF ADDITIONAL TOPSOIL REQUIRED FOR PLANT ESTABLISHMENT.
2. COORDINATE ALL ELECTRICAL UTILITIES & DRAINAGE STRUCTURES WITH PLANTINGS; CONTRACTOR TO NOTIFY OWNER AND LANDSCAPE ARCHITECT OF ANY CONFLICTS AND RESOLVE ISSUES IN THE FIELD.
3. CONTRACTOR TO STAKE ALL TREE LOCATIONS & PLANTING BED LINES PRIOR TO INSTALLATION. REVIEW STAKING LOCATIONS WITH OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE IF IT IS DEAD, DAMAGED, DESTROYED, OR REMOVED UP TO ONE YEAR AFTER INSTALLATION.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNER OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS THE INSTALLATION OF PLANTS AS SHOWN ON THE DRAWINGS.
6. PLANT SPACING IS AS INDICATED ON 'PLANT SCHEDULE' UNLESS OTHERWISE NOTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS.
7. CONTRACTOR TO WATER-IN ALL PLANTS ON THE SAME DAY THEY ARE INSTALLED. CONTRACTOR SHALL NOT INSTALL MORE PLANTS THAN CAN BE WATERED-IN ON THE SAME DAY.
8. APPLY SHREDDED HARDWOOD MULCH TO A DEPTH OF 2 INCHES IN ALL TREE AND SHRUB PLANTING AREAS.
9. TREES LOCATED IN AREAS WITH ADJACENT SEEDING OR SODDING SHOULD HAVE A MINIMUM 6 FOOT DIAMETER MULCH RING AROUND THE TRUNK TO A MAXIMUM DEPTH OF 2 INCHES.
10. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES DURING CONSTRUCTION.
11. ALL DISTURBED AREAS TO BE COVERED IN EROSION CONTROL MATTING OR BY OTHER APPROVED STABILIZATION MEASURES. SEE EROSION PROTECTION AND SEDIMENT CONTROL PLAN, NOTES AND DETAILS.
12. TOPSOIL DEPTHS: 36" FOR TREES; 18" FOR SHRUBS; 4" FOR LAWN
13. SEE SPECIFICATIONS FOR ADDITIONAL PLANTING AND SEED REQUIREMENTS.

PLANT SCHEDULE

TREES			
AG	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance' Autumn Brilliance Serviceberry	2 1/2" CAL.	B&B, SINGLE TRUNK, NON-SHEARED
AR	<i>Acer rubrum</i> 'Red Sunset' Red Sunset Maple	2 1/2" CAL.	B&B, SINGLE TRUNK, NON-SHEARED
CC	<i>Cercis canadensis</i> Eastern Redbud	2 1/2" CAL.	B&B, SINGLE TRUNK, NON-SHEARED
MG	<i>Metasequoia glyptostroboides</i> Dawn Redwood	2 1/2" CAL.	B&B, SINGLE TRUNK, NON-SHEARED
TP	<i>Thuja plicata</i> 'Green Giant' Green Giant Western Arborvitae	6' HT.	B&B, SINGLE TRUNK, NON-SHEARED
SHRUBS			
CP	<i>Comptonia peregrina</i> Sweet Fern	#1	4' O.C.
JH	<i>Juniperus horizontalis</i> 'Blue Chip' Blue Chip Juniperus	#3	4' O.C.
RA	<i>Rhus aromatica</i> 'Gro-Low' Gro-Low Fragrant Sumac	#3	6' O.C.
PERENNIALS & GRASSES			
AL	<i>Allium</i> 'Persian Blue' Persian Blue Allium	ea.	~18" O.C.
CV	<i>Coreopsis verticillata</i> "Moonbeam" Moonbeam Coreopsis	#1	2' O.C.
PO	<i>Pennisetum orientale</i> "Karley Rose" Karley Rose Fountain Grass	#1	2' O.C.

LANDSCAPE LEGEND

KEY	ITEM
	EXISTING TREE TO REMAIN (SEE LTP101)
	CONIFEROUS TREES
	FLOWERING & SHADE TREES
	TURFGRASS SEED MIX
	BULB CO-PLANTING

COLERAIN
PARK
PLAYGROUND
PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

NOT FOR
CONSTRUCTION

PRIME/LANDSCAPE ARCHITECT:



Subconsultant:
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P: 513.942.3141

ISSUE/ REVISION:
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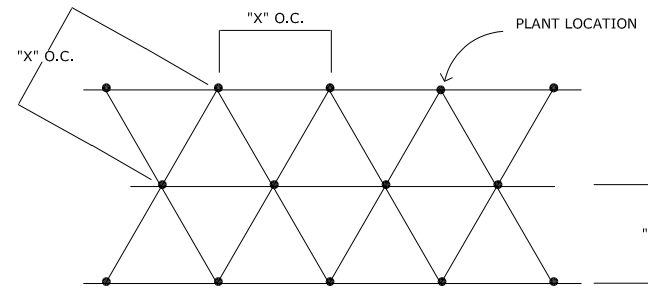
SHEET TITLE:
PLANTING PLAN

SCALE:
1" = 10'-0"

DRAWN BY: NH
CHECKED BY: GW

SHEET NUMBER:
L400

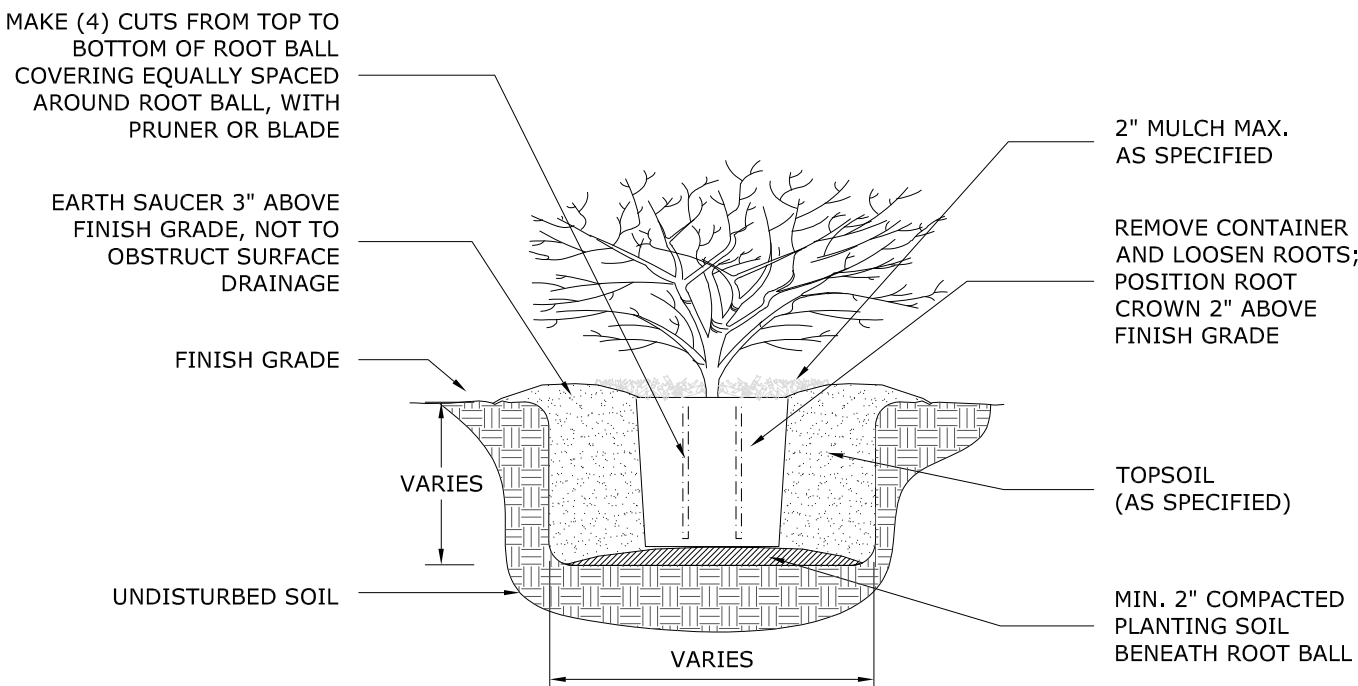
PROJECT NO.: 21910
DATE: 12.19.2022



SPACING "X"	ROW "A"
8' O.C.	7'
12' O.C.	10 1/2'
18' O.C.	15 1/2'
24' O.C.	20 3/4'
30' O.C.	26'
36' O.C.	31'
42' O.C.	3'-0"
5' O.C.	4'-4"

1 TYPICAL PLANT SPACING DETAIL

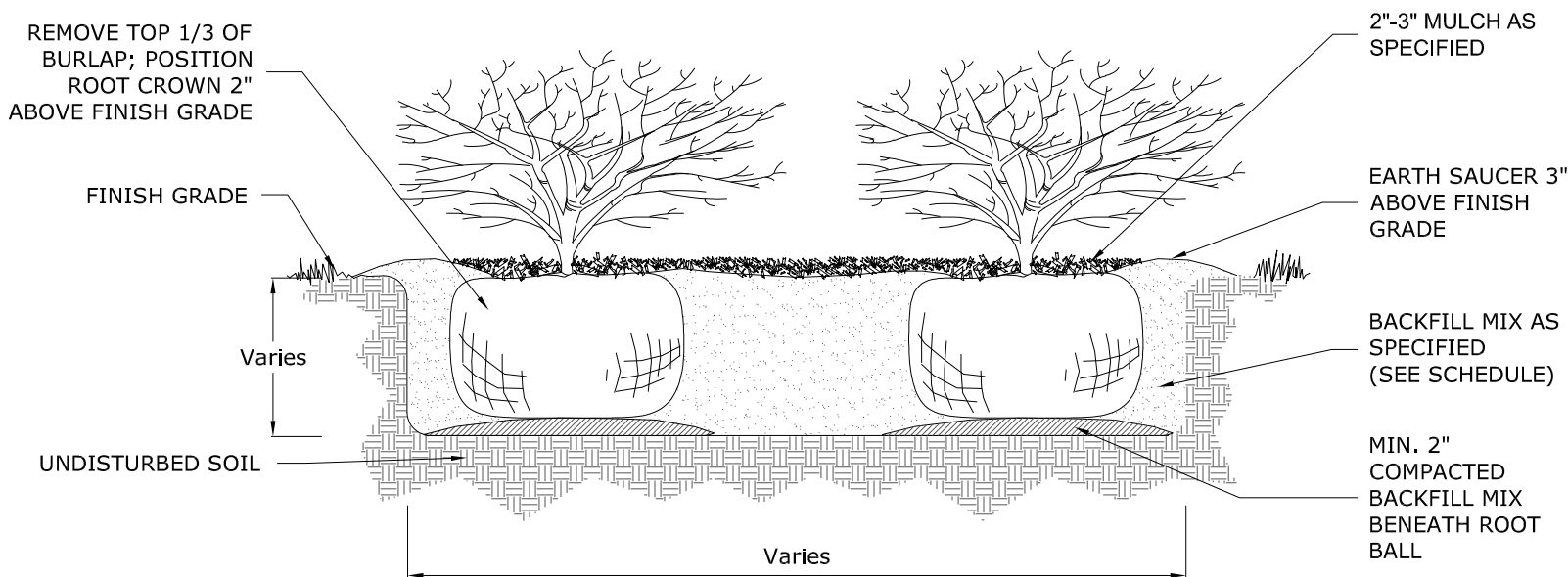
SCALE:N.T.S.



2 TYPICAL SHRUB CONTAINER PLANTING DETAIL

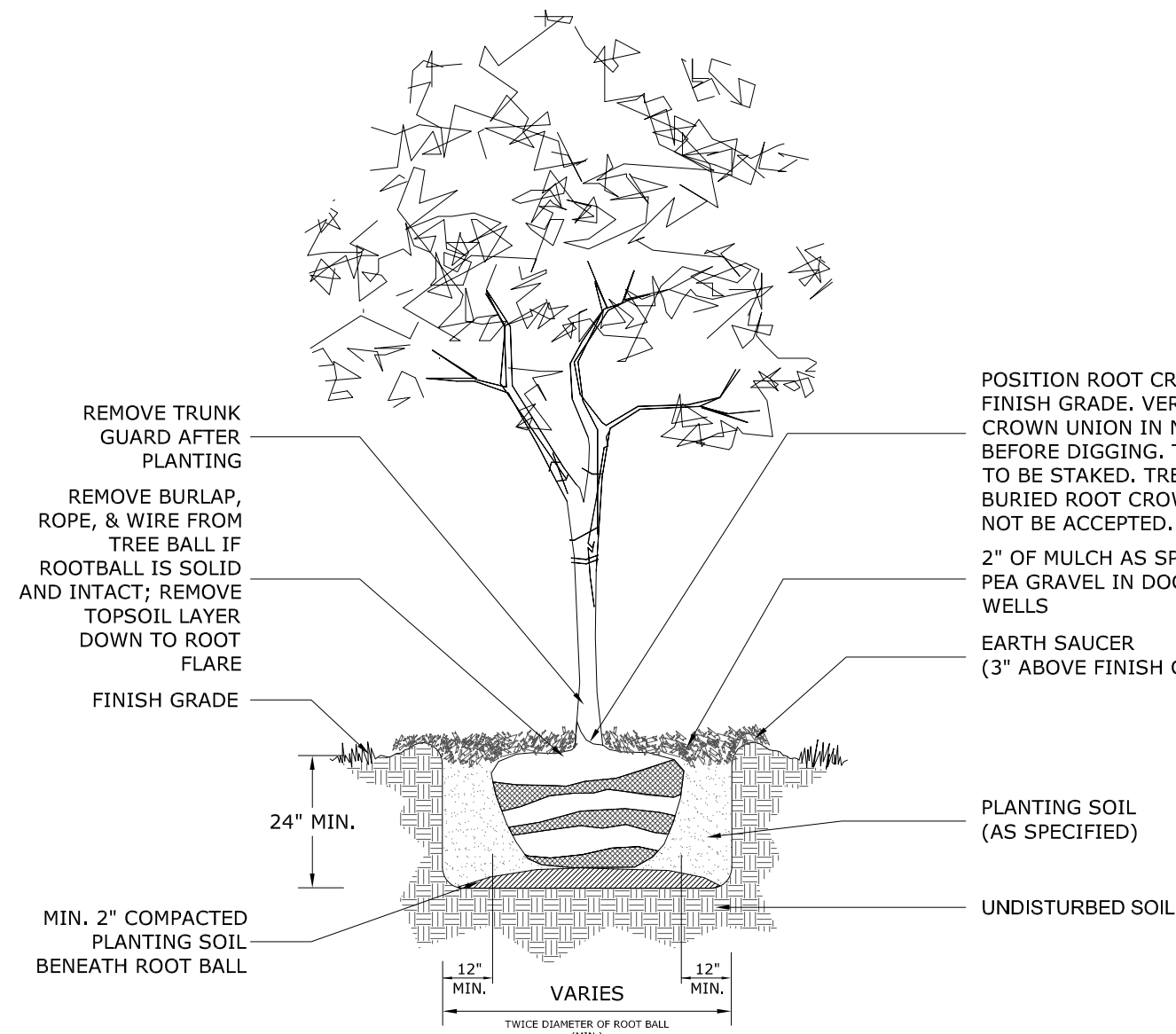
SCALE:N.T.S.

NOTE:DO NOT EXCAVATE LARGE AREAS FOR BED PREP OR ROTOTILL AROUND EXISTING TREES/ROOTS. COORDINATE ALL PLANTINGS UNDER DRIPLINE OF EXISTING TREES WITH CERTIFIED ARBORIST. ADJUST LAYOUT AS NECESSARY TO AVOID ROOTS. DO NOT DAMAGE TRUNKS OR ROOTS.



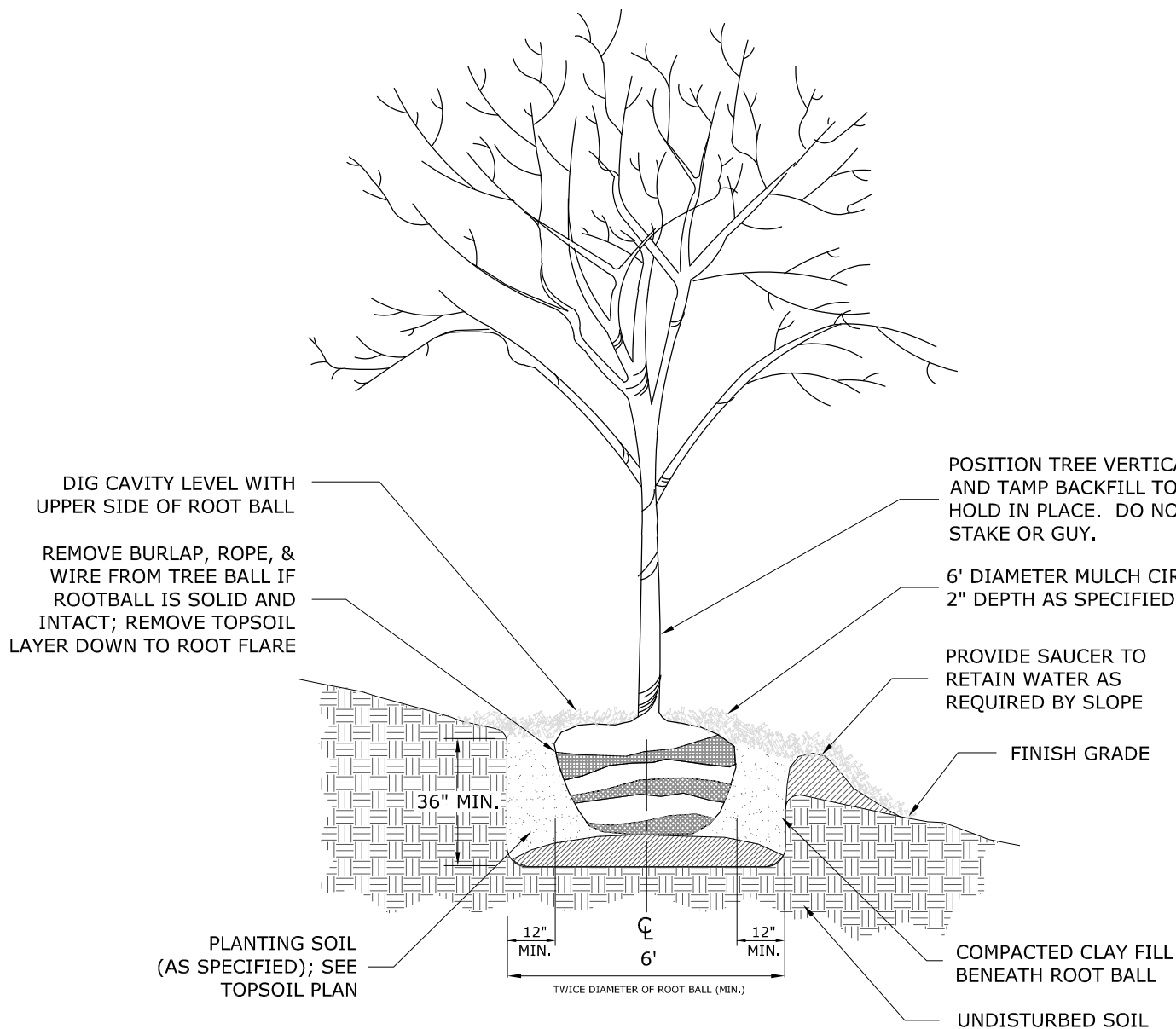
3 TYPICAL SHRUB B&B PLANTING DETAIL

SCALE:N.T.S.



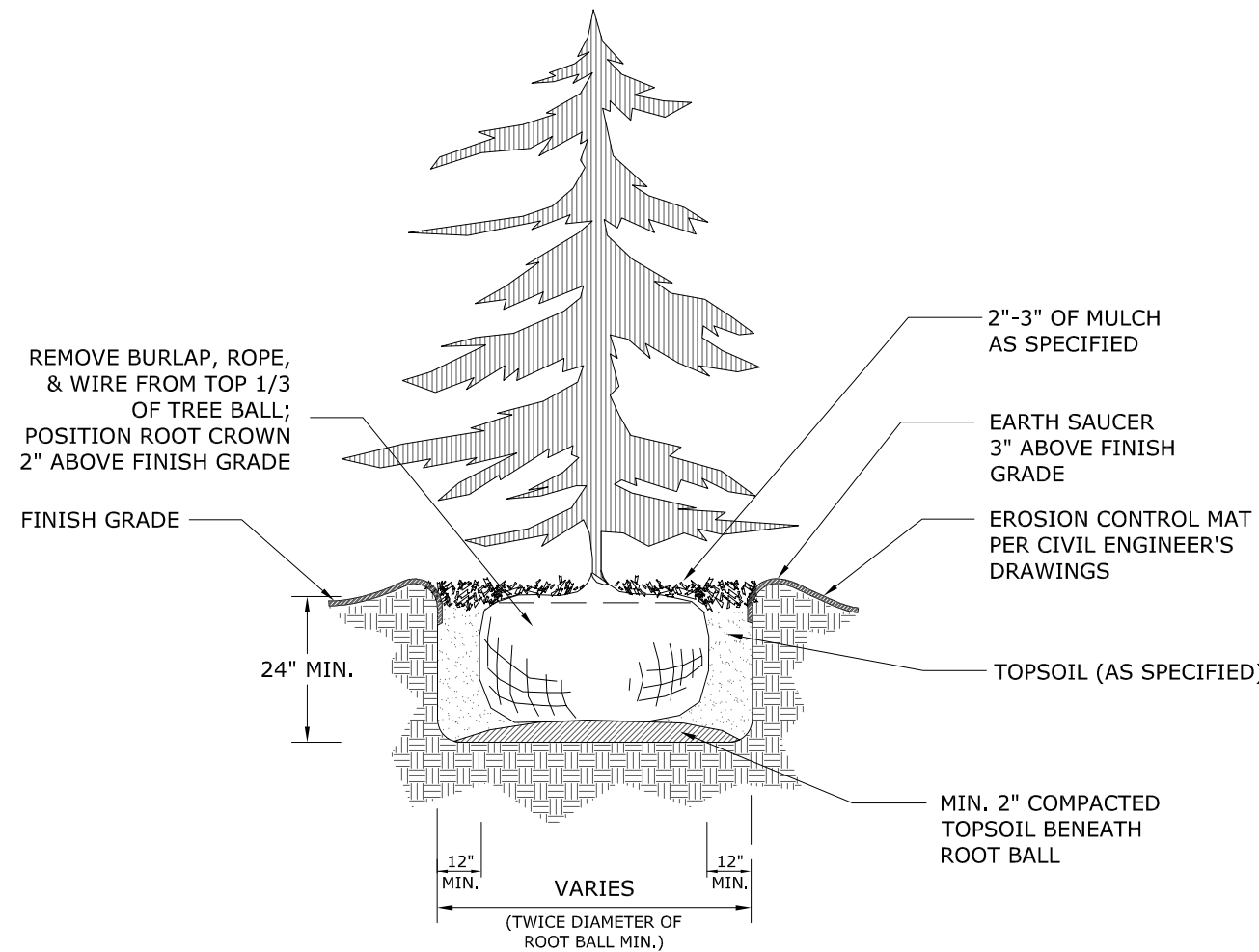
4 TYPICAL TREE PLANTING DETAIL

SCALE:N.T.S.



5 TYPICAL TREE ON SLOPE PLANTING DETAIL

SCALE:N.T.S.



6 TYPICAL CONIFEROUS PLANTING DETAIL

SCALE:N.T.S.

COLERAIN PARK PLAYGROUND PHASE 3

COLERAIN TOWNSHIP, OHIO

OWNER:
COLERAIN TOWNSHIP
4160 SPRINGDALE ROAD
CINCINNATI, OH 45251

STAMP:

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PRIME/LANDSCAPE ARCHITECT:



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ISSUE/ REVISION:
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SHEET TITLE:
PLANTING DETAILS

SCALE: PER PLAN
DRAWN BY: RS
CHECKED BY: ND

SHEET NUMBER:
L401

PROJECT NO.: 21910
DATE: 12.19.2022

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1 - Continue to provide high quality safety services.

Strategic Goal #5 - Invest in our critical infrastructure, facilities, staff and other assets.

Motion Authorizing the Township Administrator to execute a contract with Tri-State Concrete Construction Inc. for the Colerain Avenue Bus Pull Offs

Recommend ADOPTION of the Motion.

Rationale:

The project was prepared for formal competitive bidding on Bid Express from November 16 through December 20, 2022, with a total of five (5) bids received. Staff recommends that the contract be awarded to Tri-State Concrete Construction Inc., which was the lowest bidder in the amount of \$250,194.93 (3% under the Engineers Estimate of \$257,916.22). Bid tabulations are summarized on the attached sheet.

This bid package includes the construction of four bus bays and all Furniture, Fixtures & Equipment (FF&E). Staff has secured grant funding in the amount of \$385,082 through the Southwest Regional Transit Authority (SORTA) for this project. 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.

Bid Analysis

To: Jeff Weckbach
Colerain Township

From: Eric
Anderson

Date: 12/22/2022

Colerain Avenue US 27 Bus Stops ▪ Job #6947.04

Engineers Estimate

\$257,916.22

Bid Analysis

Company	Base Bid Amount	Over (Under) Eng. Estimate
Tri-state Concrete Construction Inc.	\$250,194.93	-3%
Ford Development Corp.	\$264,783.45	3%
Sunesis Construction	\$273,590.86	6%
Alpha Construction	\$319,546.76	24%
Prus Construction	\$425,342.43	65%

AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2023, by

And between **TRI-STATE CONCRETE CONSTRUCTION, INC...** An Ohio corporation

(Hereinafter called "contractor") and

____ **COLERAIN TOWNSHIP** _____ Of

4200 Springdale Rd Colerain Twp, Ohio 454251 _____

PHONE: _____ (513) 285-7500 _____

(Hereinafter called "OWNER").

WITNESSETH:

1. INCORPORATION BY REFERENCE OF OTHER CONTRACT DOCUMENTS

The contract documents for this agreement shall consist of this Agreement and any exhibits attached hereto, the agreement between contractor and **COLERAIN TWP. OHIO**, (hereinafter called the "general contractor" or "construction manager" or "owner") dated _____; all agreements pertaining to the construction of **US-27 BUS STOPS**, including the invitation to bid, if any, pre-contract bulletins, if any, general, special, and supplementary conditions, if any, drawings and plans and specifications referred to in such agreements and all addenda and modifications issued thereto as may be prepared by **KZF DESIGNS** (hereinafter called "Engineer").

All contract documents mentioned above are incorporated herein by reference, shall be referred to as "the contract documents", and are made a part hereof.

Contractor shall be bound to Owner by the terms of this Agreement and, to the extent that the provisions of the contract documents apply to the work of the project as set forth herein, the contractor shall assume toward the owner, by the contract documents and this Agreement, all the obligations and responsibilities which the contractor, by the contract documents, assumes toward the owner, the general contractor, or the construction manager.

In the event any of the terms of the contract documents are inconsistent with the provisions of this Agreement, the terms of project shall control.

2. THE WORK

Contractor agrees to do all things necessary to perform and complete the following work:

Please see attached PROPOSAL.

Performance & Payment Bond Required: YES X NO _____

Said work shall be performed to the satisfaction of the owner, architect, general contractor, or construction manager according to the terms of this Agreement and the contract documents.

3. SITE INSPECTION

Contractor agrees that it has examined the existing field conditions as necessary for contractor to determine the difficulty and cost to contractor for it to properly and completely perform its work in accordance with the terms of this Agreement.

Contractor agrees that such site examination-inspection has included, but has not necessarily been limited to, the examination of the site upon which the project is to be constructed and also the site of any existing structures which may affect contractor's work and has compared said conditions with the drawings and specifications relating to the project. Contractor agrees that it is satisfied as to the conditions of the site so as to completely and timely complete its work. No allowance shall subsequently be made to subcontractor by any reason of any error on its part.

4. MEASUREMENTS AND LEVELS

Prior to commencing any work, contractor shall check and verify all drawing measurements and levels in relation to existing and new elevations, grades, and contours to ascertain their correctness in connection with contractor's work. Any variance discovered shall be brought to the attention of owner in writing before contractor proceeds.

5. EXAMINATION OF CONTRACT DOCUMENTS

Contractor agrees and represents that it has examined and understands the terms of this Agreement and the terms and provisions of the contract documents.

Contractor further represents that it has examined or studied the work adjoining its work or work which is contemplated to adjoin contractor's work and understands the requirements in order to make its work correspond thereto and agrees to perform said work.

Contractor agrees to be bound by all interpretations of the contract documents furnished by the owner, or the owner's representative, which are binding upon contractor.

Contractor agrees, prior to commencing any of its work, to notify owner in writing, of any claimed ambiguities, discrepancies, deficiencies or errors in the plans, specifications or other contract documents which affect its work.

6. TIME

Time is of the essence of this Agreement. The work performed under this Agreement shall be commenced by contractor upon notice from the owner. Contractor shall fully complete its work within the time period contractor is required to complete its work as set forth in the contract documents. Within the time of commencement and the completion date, as set forth herein, contractor's work shall be carried forward and completed at such times and in such a manner and quantities as the owner may direct and as the progress of the adjoining work and the entire project may require without any additional compensation for overtime, acceleration, or damage.

7. CONTRACTOR - MATERIALS – SUPPLIES

Contractor warrants and agrees:

- a. That all of its work and workmanship, services, supplies, materials and equipment furnished in connection with its work shall be new and the best of their respective kind in accordance with the contract documents.
- b. That contractor, at its own expense, shall provide all tools, equipment, instruments, implements, scaffolding, service or temporary roads, or other means of access, storage space, office machinery, and trailers and other incidentals necessary for the proper performance of its obligations under this Agreement.
- c. Contractor agrees that it is completely responsible for its materials, tools, equipment and other property located or stored on the work site, in transit or in any warehouse or other storage area. This responsibility continues even though contractor has received payment for such material, equipment, tools and property. Only final payment and acceptance of the entire work relieves contractor of such responsibility.
- d. Contractor's proposal or specifications shall not be a part of this Agreement unless specifically mentioned herein, and in case of any conflict between the provisions, terms and quantity of work contained in any such mentioned proposals or specifications and those contained in this Agreement and the contract documents, the provisions, terms and quantity of work contained in this Agreement and the contract documents shall govern.
- e. Contractor shall provide and pay for all transportation required to deliver to and remove from the project site, all materials, equipment, and other items required for its work.

8. PROGRESS PAYMENTS

Contractor anticipates submitting monthly statements for completed work to the owner towards the end of each calendar month. Contractor's statement shall be submitted to owner in sufficient time so that contractor may include subcontractor's amount in its statement to the general contractor, construction manager, or owner for the billing period.

Contractor shall also provide written waivers of mechanic's liens from all of its subcontractors, material men, suppliers and from all subcontractors of its subcontractors, as well as their material men and suppliers. Contractor shall also supply to owner, documentary proof of delivery and charges by those who have supplied any equipment or goods to or on behalf of contractor for use on the project.

When and if payment is actually received by contractor from Owner, General Contractor, or Construction Manager, contractor shall become obligated to pay subcontractor the amount of subcontractor's duly authenticated and approved statement, subject to contractor's deduction there from of retainage, in accordance with the next sentence hereof, which retainage shall be deducted from each and every progress payment made pursuant to this paragraph and further subject to deductions otherwise permitted by this Agreement. Retainage for this subcontract agreement shall be 8 % of each of said payments.

In addition to any other rights or remedies provided in this contract agreement of the contract documents, owner may decline to approve contractor's statement, may approve such statement in a reduced amount, or may approve such statement in whole and retain from payment to contractor such amounts which owner, in its sole discretion, shall deem

reasonable and prudent on account of: (1) defective work not remedied; (2) third party claims asserted or reasonable evidence indicating probable filing of such claims; (3) failure of contractor to make payment to any subcontractor, supplier, or material man for labor, materials, or equipment; (4) reasonable evidence that the contractor's work cannot be completed and associated debts paid for with the unpaid balance of the contract sum under paragraph 2 hereof as adjusted by change orders, back charges, and the like; (5) damage to the contractor, owner, general contractor, or construction manager, or to any other contractor on the project caused or alleged to have been caused by contractor or any of its agents; (6) reasonable evidence that the contractor's work will not be completed within the contract time; (7) persistent failure by contractor or its agents to carry out contractor's work in accordance with this contract agreement or the contract documents; (8) evidence of a lien or claim or notice of lien that has been filed or served against the property upon which the project is situated or against monies to be paid by the owner; or (9) a request by contractor's surety that such amount or payment not be approved or paid to contractor. (10) Certified payrolls are not current correct and submitted.

When all such circumstances are remedied, approval and payment of contractor's statement may proceed as set forth in this paragraph 9.

9. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the contract sum including retainage, may be invoiced by contractor only when the work described in this Agreement is fully completed and performed in accordance with the terms of this Agreement and the contract documents to the satisfaction of construction manager, owner, and owner's representative.

Before issuance of final payment, contractor, if requested by owner, shall submit to owner satisfactory documentary evidence that all indebtedness pertaining to contractor's work has been satisfied including, but not limited to, the payment of all payroll obligations (including, if applicable, prevailing wages), the payment of all bills for materials and equipment, and the payment of all contractors.

If requested, contractor shall also provide written waivers of mechanic's liens from all its subcontractors, material men, and suppliers and written waivers of mechanic's liens from all material men, suppliers and subcontractors.

10. INSURANCE

Prior to commencing the work as described herein subcontractor shall, at its own expense, secure, and maintain in effect during contractor's work hereunder and until final acceptance thereof, the following insurance. A copy of such policy/certificate demonstrating that such policies are in effect shall be presented to contractor before the work commences.

A. General Liability which includes	\$500,000 per person
Comprehensive, premises/operations,	\$1,000,000 per occurrence
Underground explosion and collapse	\$1,000,000 aggregate
Hazard products/completed operations,	
Contractual, independent contractors,	
Broad form property damage and personal injury.	

B. Automobile Liability for any auto	
Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per accident
C. Umbrella Bodily Injury and Property	\$1,000,000 per occurrence
Damage Liability	\$1,000,000 per aggregate

(Following form of underlying coverage)

d. Certificates of Insurance shall provide 30 day written notice, to contractor, of cancellation or material changes in the policy.

e. Other insurance required by the contract documents in the amounts specified therein.

f. All policies shall be primary and Contractor's policy will be non-contributory.

Certificate of Insurance shall name Contractor, Construction Manager or General Contractor, Owner, and others as required in the Contract Documents as Additional Insured. Each policy required hereunder shall be provided by companies satisfactory to contractor which companies shall be authorized to do business in the State in which work is being performed.

11. WORKER'S COMPENSATION

Contractor, at its own expense, shall fully comply with the Worker's Compensation Laws and other employee benefit acts in each State where the work herein described is to be performed by any of contractor's employees, agents or servants. Contractor shall deliver, prior to commencing work, certificates evidencing full compliance with said laws of

each State where coverage is required by the terms of this Agreement. Contractor shall issue a waiver of subrogation for Worker's Compensation, where permitted by law.

12. PERFORMANCE AND PAYMENT BOND

Contractor shall secure and maintain in effect until final acceptance of its work, a 100% performance and payment bond in the principal amount of the subcontract price or such greater amounts as are required by the contract documents, with a corporate surety approved by contractor which surety shall be authorized to do business in every state in which work is to be performed. Said bond shall be on a form acceptable to contractor. Owner shall be presented sufficient evidence prior to the commencement of work herein that said bond has been secured. Said bond shall remain in full force and effect until the work required hereunder has been completely performed and accepted.

14. ASSIGNMENT

Contractor shall not (1) assign the whole or any part of this Agreement; (2) subcontract the whole or any part of this agreement; or (3) assign any amounts due or to become due under this Agreement without the written consent of owner. In the event owner consents to the assignment or the subcontracting/ subletting any part of this Agreement, contractor shall remain fully responsible and liable under this agreement as if no such assignment, subcontract, or sublet had occurred.

15. WORK PROGRESS

Contractor shall cooperate with owner in scheduling and performing its work to avoid conflict or interference with the work of others.

Necessary work on the part of contractor to make possible the work of other trades, as it relates to contractor's work, shall be completed by contractor as a part of this Agreement without additional compensation. Contractor shall, upon request, promptly submit shop drawings, coordination drawings, and samples required in order to perform its work effectively, efficiently and expeditiously and in a manner that will not cause delay in the progress of the work of contractor or other subcontractors.

Contractor, upon request, shall furnish periodic progress reports on its work, including, but not limited to, information on the status of completed and non-completed work, and the status of material and equipment under this Agreement which may be in the course of preparation, manufacturing, or shipment.

Contractor shall be solely responsible for protection of its work until final acceptance thereof by the Construction Manager, General Contractor and Owner.

16. SUBCONTRACTOR'S SUPERVISION

Contractor shall keep at the jobsite during subcontractor's entire performance of the work described herein, a competent superintendent and any necessary assistants, all satisfactory to owner. Any superintendent unsatisfactory to owner shall promptly be replaced.

17. TAXES

Contractor shall fully comply with all revenue laws pertaining to the work described herein including, but not limited to filing all requisite tax returns with, and paying when due all taxes owing to, each governmental unit or subdivision thereof. Said taxes shall include, but not be limited to, income, withholding, sales, use, gross receipts, excise taxes, Unemployment Compensation taxes, Medicare and Social Security and other old age benefit taxes. Subcontractor agrees and authorizes contractor to deduct the amount of any taxes and contributions which may be due from contractor or on account of contractor's work or materials furnished and to pay the same directly or to take any such precautions as may be necessary to insure the payment thereof.

18. PERMITS - FEES - COMPLIANCE WITH LAW

Contractor shall comply with all laws, ordinances, rules, regulations and orders of any public authority relating to the performance of contractor's work and shall hold owner harmless from any claim arising from the failure of contractor to comply with the requirements of said laws, ordinances, rules, regulations and orders.

At the completion of its work, contractor shall deliver to owner all certificates of approval from all governing inspection agencies or authorities which are required in connection with contractor's work.

19. INDEMNIFICATION

To the fullest extent permitted by law, contractor, in connection with the work performed by contractor under this Agreement, shall indemnify and hold owner, architect, and all of their agents and employees harmless from and against any and all claims, losses, damages and expenses, including but not limited to attorney's fees, caused or claimed to have

been caused by any act or failure to act by contractor or any other person or entity directly or indirectly employed by contractor or any person or entity for whose acts or omissions contractor maybe liable.

The indemnification provision of this section or of any other section shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable by contractor, sub-subcontractor or other person under any worker's or workmen's compensation acts, disability benefit acts or other employee benefit or similar acts.

20. O.S.H.A. and EOUAL EMPLOYMENT OPPORTUNITY ACT

Without limiting the provisions of paragraph 18 above, contractor shall, at all times, comply strictly with the Health Safety Standards and Rules and Regulations of the Federal Occupational Safety and Health Act of 1970, and any amendment thereto.

Contractor, at all times, shall fully and completely comply with all Equal Employment Opportunity Acts, Americans with Disabilities Acts and minority business participation requirements or regulations which may pertain to subcontractor in the performance of this Agreement.

21. WORK OF OTHERS

Contractor, in performing its work required hereunder, shall take all reasonable and necessary precautions to protect the finished work of other subcontractors or trades from damage caused by contractor's operations. Contractor shall cooperate with other trades and other subcontractors whose work might interfere with contractor's work, and shall participate in the preparation, if requested by owner, of coordination drawings.

22. SAFETY AND SUBSTANCE ABUSE

a. SAFETY

The contractor shall provide, prior to starting work, a copy of the contractor's safety plan, which, at a minimum, shall adhere to the owner's safety plan. Contractor shall have at least weekly, tool box meetings with all of the contractor's employees and submit proof of same to the owner. Contractor shall insure that all of their employees are provided and utilize personal protection equipment, including hard hats, safety glasses, hearing protection and other devices required to perform the current operations.

Without limiting the provisions of paragraphs 17 and 19 hereof, contractor shall take all reasonable safety precautions with respect to its work and shall fully comply with all safety measures initiated by the owner and with all applicable laws, ordinances, rules, regulations or orders of any public authority for the safety of persons or property relating to contractor's work or in connection with the project. Contractor shall be solely responsible for the safety of all employees in regard to the performance of its work.

b. SUBSTANCE ABUSE

The contractor is committed to provide a work place free of drugs or alcohol. The contractor shall provide, prior to starting work, a plan that shall provide for testing and disciplinary action of all of contractor's employees or agents on the job.

23. CLEAN - UP

Contractor shall at all times keep the project site free from accumulation of waste materials and rubbish caused by it or by any of its subcontractors, employees, agents, or servants and at the completion of contractor's work, contractor shall remove all of its tools, equipment and surplus material from the premises, and contractor shall further leave its work "broom clean" or its equivalent

24. CHANGES IN WORK

Owner shall have the right to make changes in the work to be performed under this Agreement by alterations of said work, adding to said work or deducting from said work without invalidating this Agreement. Contractor shall, however, not make any changes, alterations to, additions to, or deductions from said work except on written order by owner. Should such alterations to, additions to, or deletions from the work be required, the contractor shall promptly furnish to owner, a detailed breakdown showing the difference in quantity of labor and materials affected by such alterations, additions or deletions, and a fair and reasonable valuation of the work altered, added or deleted. If owner and contractor are unable to agree upon a fair value to be added to or deducted from the contract price, the matter shall be referred to the architect or other agent of the Owner as the contract documents may allow, whose decision shall be final and binding on the parties hereto.

If owner and contractor are unable to agree as to the fair value of the altered, added, or deducted work, the work as so changed shall continue and contractor shall not delay in any manner, the performance of such work. All such work shall be executed under the conditions of this Agreement and the contract documents. All clauses of this Agreement

and the contract documents shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as the work contracted for herein.

25. EXTENSIONS OF TIME

If contractor is delayed so that it will not be able to complete its work within the time specified herein by any act or omission which is not caused by contractor or contributed to by contractor, then contractor, subject to the approval of the owner, the owner's representative and the general contractor or construction manager, shall be granted an equitable extension of time for the completion of the work so delayed; provided, however, that as a condition precedent to being granted an extension of time, contractor shall have notified owner of its claim for said extension of time in writing within ten days after the commencement of such delay, or less if so required of owner by the contract documents between Contractor and Owner.

No extension of time shall be granted for delays on account of or resulting from, weather conditions except only for catastrophic weather conditions subject to provisions and requirements of Contract Documents between Contractor and Construction Manager, General Contractor or Owner.

26. RIGHT TO TERMINATE

In the event of termination of the Agreement between owner, general contractor, or construction manager and contractor for any reason permitted by the terms thereof, then owner may terminate all or any portion of the work of contractor hereunder not then completed upon notice to contractor. In such event contractor shall comply with all instructions then or thereafter given by owner with respect to such termination and shall take all steps to minimize, to the greatest extent possible, its losses resulting from such termination.

Upon request of owner, contractor shall timely present to owner an itemized statement outlining the work, and costs incidental thereto, completed prior to the termination and any additional costs resulting to contractor by reason of such termination. Owner shall then be under an obligation to contractor to present contractor's claim, along with any claim contractor may possess on its behalf, to the owner, general contractor or construction manager. Contractor shall be responsible for proving any alleged loss suffered by it arising from termination.

27. WAGE LAWS

Contractor shall fully comply with all wage and hour acts, including but not limited to prevailing wage laws, which apply to contractor's work described herein.

Contractor shall, in connection with each application for any progress payment and final payment certify that it has fully complied with all such laws.

28. ENTIRE AGREEMENT

It is understood and agreed that all of the agreements, provisions, terms and understandings of any character heretofore made by and between the parties are embodied in this Agreement and no changes shall be made to the terms of this Agreement unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this Agreement has been executed.

The provisions of this agreement shall be construed as a whole and should, for any reason, one or more of the provisions of this Agreement be determined by a court of competent jurisdiction as void or unenforceable the remaining provisions of this Agreement shall be continued in full force and effect.

29. HEADINGS

The headings appearing herein are provided for convenience sake only and shall not, in any manner, be construed as limiting or otherwise affecting the terms of this Agreement.

30. CONTROLLING LAW

It is agreed that this Agreement and the contract documents shall be construed and governed under the laws of the State where the project is located.

IN WITNESS WHEREOF, the owner and contractor have hereunto set their hands on the day and year first above written.

OWNER

CONTRACTOR

OWNER COLERAIN TWP

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

TRI-STATE CONC. CONSTR. INC.

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

BID FORM

US 27 BUS STOPS - COLERAIN TOWNSHIP OHIO

BIDDER INFORMATION

Company Name: TRI-State Conc. Constr. Inc
 Contact: Ken Schibi
 Email: Tristate_KSchibi@gmail.com
 Phone: (513) 984-3909
 Date: 12/20/22

The undersigned, hereinafter termed "Bidder", after careful examination of the drawings, specifications, and existing conditions, hereby agrees to furnish materials, labor, equipment, tools, and supervision to complete all work as required by the Contract Documents.

ADDENDA

The bidder acknowledges receipt of the following Addenda:

Addendum No. 1 Issue Date: 12/15/22
 Addendum No. _____ Issue Date: _____
 Addendum No. _____ Issue Date: _____

BASE BID

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
201E11000	CLEARING AND GRUBBING	1	LS	<u>5000.00</u>	<u>\$ 5,000.00</u>
202E23000	PAVEMENT REMOVED	89	SY	<u>52.00</u>	<u>\$ 4,628.00</u>
202E30000	WALK REMOVED	1330	SF	<u>3.00</u>	<u>\$ 3,990.00</u>
202E32000	CURB REMOVED	209	LF	<u>9.25</u>	<u>\$ 1,933.25</u>
202E58101	CATCH BASIN REMOVED, AS PER PLAN	1	EACH	<u>475.00</u>	<u>\$ 475.00</u>
203E10000	EXCAVATION	85	CYD	<u>75.00</u>	<u>\$ 6,375.00</u>
203E20000	EMBANKMENT	41	CYD	<u>53.00</u>	<u>\$ 2,173.00</u>
204E10000	SUBGRADE COMPACTION	3743	SF	<u>0.50</u>	<u>\$ 1,871.50</u>
304E20000	AGGREGATE BASE, 6" DEPTH	60	CY	<u>116.00</u>	<u>\$ 6,960.00</u>
451E10011	6" REINFORCED CONCRETE PAVEMENT, CLASS QC 1P, AS PER PLAN	27	SY	<u>120.00</u>	<u>\$ 3,240.00</u>
452E12020	8" NON-REINFORCED CONCRTE PAVEMENT, CLASS QC1 WITH QC/QA	248	SY	<u>100.00</u>	<u>\$ 24,800.00</u>
517E73500	RAILING, PIPE	10	FT	<u>195.00</u>	<u>\$ 1,950.00</u>
605E14000	6" BASE UNDERDRAINS	214	FT	<u>18.00</u>	<u>\$ 3,852.00</u>
608E12000	5" CONCRETE WALK	1059	SF	<u>7.75.00</u>	<u>\$ 8,207.25</u>
609E26000	CURB, TYPE 6	214	FT	<u>30.00</u>	<u>\$ 6,420.00</u>
611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	13	FT	<u>40.00</u>	<u>\$ 520.00</u>
611E00901	6" CONDUIT, TYPE B, AS PER PLAN, FOR DRAINAGE CONNECTION	20	FT	<u>40.00</u>	<u>\$ 800.00</u>
611E98651	CATCH BASIN FRAME AND GRATE, AS PER PLAN	1	EACH	<u>1300.00</u>	<u>\$ 1300.00</u>
614E11001	MAINTENANCE OF TRAFFIC, AS PER PLAN	1	LS	<u>7800.00</u>	<u>\$ 7800.00</u>
616E10000	WATER	21	MGAL	<u>75.00</u>	<u>\$ 1,575.00</u>
621E54000	ONE WAY SUPPORT, NO. 3 POST	39	FT	<u>17.00</u>	<u>\$ 663.00</u>
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	<u>3000.00</u>	<u>\$ 3000.00</u>
624E10000	MOBILIZATION	1	LS	<u>10,000.00</u>	<u>\$ 10,000.00</u>
630E08004	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	3	EACH	<u>85.00</u>	<u>\$ 255.00</u>
642E00100	EDGE LINE, 4", TYPE 1	0.2	MILE	<u>18,590.00</u>	<u>\$ 3,718.00</u>
642E00200	LANE LINE, 4", TYPE 1	0.2	MILE	<u>6,945.00</u>	<u>\$ 1,389.00</u>
643E01400	WORD ON PAVEMENT, 72"	2	EACH	<u>500.00</u>	<u>\$ 1000.00</u>
659E00300	TOPSOIL	25	CY	<u>68.00</u>	<u>\$ 1,700.00</u>
659E10000	SEEDING AND MULCHING	220	SY	<u>12.50</u>	<u>\$ 2,750.00</u>
659E20000	COMMERCIAL FERTILIZER	0.03	TON	<u>381.00</u>	<u>\$ 11.43</u>

659E35000 WATER

690E98000 SPECIAL - BUS STOP BENCH

690E98000 SPECIAL - TRASH RECEPTACLE

690E98000 SPECIAL - BUS STOP SHELTER

870E10000 PREFABRICATED MODULAR RETAINING WALL

1.18	MGAL	<u>75.00</u>	\$ <u>88.50</u>
4	EACH	<u>3200.00</u>	\$ <u>12,800.00</u>
4	EACH	<u>2900.00</u>	\$ <u>11,600.00</u>
4	EACH	<u>22,250.00</u>	\$ <u>89,000.00</u>
65	SF	<u>190.00</u>	\$ <u>12,350.00</u>
ABOVE SECTION TOTAL			\$ <u>244,194.93</u>
1	LS	<u>3000.00</u>	\$ <u>3000.00</u>
1	LS	<u>3000.00</u>	\$ <u>3000.00</u>

MOBILIZATION

DEMOBILIZATION

TOTAL PROPOSED BID	\$ <u>250,194.93</u>
--------------------	----------------------

Authorized Signature: _____

Name of Person Authorized to Sign: _____

Kenneth R Schibi
Kenneth R Schibi SEC./Treasurer

END OF BID FORM

PUBLIC SERVICES

Department: Public Services
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Motion Authorizing Township Administrator to Execute Agreement with D. R. Horton for Snow and Ice Removal of Crosley Meadows Subdivision.

Recommend ADOPTION of the Motion.

Rationale:

The developer of the Crosley Meadows 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 (for a total of 1,786 lineal feet) 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 4th day of January, 2023 by and between, D.R. Horton, whose address is 8180 Corporate Park Dr, Suite 100, Cincinnati, OH 45242, ("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
Crosley Meadow	Crosley Meadow	800 LF
	Ava Ln	200 LF
	Amelia Ct	786 LF

TOTAL LINEAL FEET: 1,786

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 TEN 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:

D.R Horton

By: _____

By: Mehdi Moazen / Land Development Project Manager

Mehdi Moazen

Date: _____

Date: 1/4/2023

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Discussion & Potential Action - Demolition of 4519 Poole Road

Discussion - Demolition of 4519 Poole Road

Rationale:

This building was inspected by the Colerain Township Fire Department and found to be vacant, unsafe and insecure. Its conditions are negatively impacting the adjacent properties and the health, safety and welfare of the community. A public hearing was held on this item at the December 13, 2022 Board of Trustee meeting. All potential action was delayed until this meeting, pending an action plan to address the property deficiencies.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion for Request for Proposals regarding Demolition of Buildings that have become unsafe, insecure and unfit for human habitation

Recommend ADOPTION of the Motion.

Rationale:

Several residential buildings in Colerain Township's neighborhoods have become unsafe, insecure and unfit for human habitation and need to be demolished. The Township has received funding through the State of Ohio and the Hamilton County Port Authority to assist with the demolition projects.

The properties to be demolished are:

- 9929 Capstan Drive, Colerain Township, OH 45251

Hamilton County Auditor Parcel ID# 510-0111-0156-00

- 2864 Houston Road, Colerain Township, OH 45251

Hamilton County Auditor Parcel ID# 510-0024-0288-00

- 8806 Nabida Drive, Colerain Township, OH 45247

Hamilton County Auditor Parcel ID# 510-0342-0013-00

- 3483 Niagara Street, Colerain Township, OH 45251

Hamilton County Auditor Parcel ID# 510-0112-0019-00



Request for Proposals (RFP)

Demolition Program for Colerain Township Hamilton County, Ohio

Release Date: 01/11/2023

Response Deadline: 02/01/2023

4200 Springdale Road
Colerain Township, OH 45251
513-385-7500

**Guidelines and Instructions
Request for Proposals (RFP) for
Demolition of Four (4) Buildings**

NOTICE TO RESPONDENTS

Colerain Township, OH, is soliciting proposals for complete demolition and site restoration of four (4) residential properties in Colerain Township.

Review the entirety of these bid specifications for general rules, deadlines, and qualification requirements. All bids must be entirely completed for consideration. Bids may be submitted electronically to jweckbach@colerain.org and are due by 4:00 pm on February 1, 2023. No bids will be accepted after the deadline. All work must be completed by May 1, 2023.

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

Respondents should be aware that any records submitted 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/PROJECT SCOPE

Colerain Township's Demolition Program has been created to remove buildings in Colerain Township's neighborhoods that have become unsafe, insecure and unfit for human habitation. Colerain Township has allowed property owners the option to repair their building and bring it up to all code requirements or demolish it on their own. In the absence of either, Colerain Township will perform the demolition work and assess the costs to the property tax bill.

Colerain Township is utilizing Community Development Block Grant (CDBG) Funds to assist with a portion of the costs to be matched by grant funds from the Ohio Department of Development's Building Demolition and Site Revitalization Program. The Program was created to help local communities demolish dilapidated commercial and residential buildings and revitalize surrounding properties to attract investments, businesses, and jobs.

Qualifications in addition to those set forth herein may be necessary as per the specifications required by the State of Ohio in coordination with the use of those aforementioned CDBG funds.

Colerain Township is requesting proposals for the demolition of four (4) buildings at the following addresses:

- 9929 Capstan Drive, Colerain Township, OH 45251
Hamilton County Auditor Parcel ID# 510-0111-0156-00
- 2864 Houston Road, Colerain Township, OH 45251
Hamilton County Auditor Parcel ID# 510-0024-0288-00

- 8806 Nabida Drive, Colerain Township, OH 45247
Hamilton County Auditor Parcel ID# 510-0342-0013-00
- 3483 Niagara Street, Colerain Township, OH 45251
Hamilton County Auditor Parcel ID# 510-0112-0019-00

REQUIREMENTS

PRE-DEMOLITION MEETING:

Following the award of the contract and before starting any work, the contractor and its superintendent shall meet with representatives from Colerain Township Development Department to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittal, changes, etc. as called for in the Contract Documents shall be completed at this time unless otherwise directed. The Department will work with the contractor on an acceptable date, time and place of the meeting.

SITE CONDITIONS:

Prior to submitting a proposal, the contractor shall make a thorough review of the site and note pertinent information to ensure the accuracy and completeness of the proposal. Contractor should account for wet weather and wet site conditions and make provisions accordingly to assure completing the project on time.

VERIFICATION OF ABILITY TO COMPLETE THE CONTRACT WORK:

Bidders should be advised that the Colerain Township Development Department will require, prior to award of a contract, the Bidder to submit verification that they will be able to complete the work on or before the completion date indicated herein.

OSHA:

The prime contractor and any subcontractor may make their own arrangements with respect to obligations but neither may delegate any legal responsibility to the other. In no case shall the prime contractor be relieved of the overall responsibility for the compliance with the requirements of CFR 1910 & 1926 Occupational Safety and Health General Construction Industry Standards for all the work to be performed under the contract.

The prime contractor assumes all obligations prescribed as employer obligations under the CFR 1910 & 1926 standards whether or not they subcontract any part of the work. With respect to subcontracted work, the prime contractor and subcontractors shall be deemed to have joint safety and health responsibility of the work site.

TECHNICAL SPECIFICATIONS

1. Contractor shall perform an environmental survey and abate all present asbestos where applicable.
2. Demolish primary structure and all ancillary structures on property such as garages, and sheds, and all paved surfaces including driveways, service walks and patios unless

otherwise noted. Haul debris to an appropriate landfill. All structural elements, including basement walls and floor, are to be removed unless otherwise noted.

3. Remove all foundations unless portions are needed to support neighbor's driveway, sidewalk, or adjacent structure. The basement walls and floors, if any, for these properties must be completely removed.
4. Any vehicles located on site shall be removed.
5. All concrete except for the curb and sidewalk shall be removed from the site and replaced with lawn.
6. Remove foundation plantings and any dead trees or landscaping.
7. Remove any fencing located on the property.
8. Some structures may contain household debris. Contractor is responsible for the removal of this debris prior to demolition. If there is an excessive amount of debris that is required to be removed, the costs may be included as an addendum to the bid document.
9. After the removal of the building, asphalt/concrete slabs, etc., all removed items shall be undercut to suitable material and then backfilled with clean fill suitable for growing grass as well as the redevelopment of the site. The foundation hole shall be backfilled and compacted to 95% standard proctor with clean, low moisture clay and covered with a minimum of 6" of clean topsoil.
10. Provide a finished site that is level and free of debris, including along lot lines. The contractor shall, to the greatest extent possible, ensure that grass can be regrown on the site and that the site can be safely mowed. The contractor shall seed the site (6 lbs. per 1000 sq. ft.) and provide a cover of straw.

REQUIRED PROCEDURES & INSPECTIONS

Contractor is responsible for notifying and coordinating the following:

- Notification to the adjacent properties, including the date and time of the demolition, with a minimum of at least 24 hours prior to commencing work.
- Coordinating the shutoff of all utilities to the property, including the assurance there is no loss of utilities to surrounding properties.
- Notification to the Hamilton County Building Inspector at the start of demolition.
- If applicable, notification to the Public Works Department when barricades and street closures are in place.

Contractor is also responsible for the following:

- Contractor must secure all necessary permits including, but not limited to, Permit to Demolish, Sewer Permit, Right-of-Way Permit, and Hydrant Permit. If necessary, applicable sidewalk repair permits shall be secured.
- Contractor shall provide for the thorough inspection of the building for compliance with Ohio EPA and National Emissions Standards for Hazardous Air Pollutants (NESHAP). Notification to the appropriate delegated entity prior to the demolition is required. (See Ohio Administrative Code 3745-20-02)
- Contractor shall always have a competent and experienced Site Manager/Supintendent on site when work is taking place.
- Demolitions shall be performed during normal work hours, Monday through Friday between 8:00AM and 6:00PM. The contractor may not start a demolition on a Friday that cannot be completed in one day to prevent a partially demolished site left unattended over a weekend.
- Contractor must provide protection, warning signs, barricades, and fall protection, and any other necessary precautions to protect workers and/or bystanders. Unnecessary hazards should be eliminated before leaving the jobsite at the end of each day. Hazards such as missing sidewalks and debris must be barricaded with yellow caution tape. Contractor shall reinstall fall protection and safety precautions at the end of each workday, if removed during that day.
- In general, dust, noise, and inconvenience to neighbors shall be controlled and minimized. The contractor shall describe in their bid how they propose to control dust on the site.
- The foundation hole is to be clean of combustible material prior to backfill.
- Contractor is responsible for keeping all public roads free of mud and debris throughout this contract. This may require a full-time mechanical broom to be utilized. Colerain Township will hire the service and charge the contractor if contractor fails to comply.
- The foundation footings, walls and slabs are to be demolished so as to not cause water accumulation on the premises. Basement walls, if any, for these properties must be completely removed, with the floor slab broken and the basement cavity filled with low-moisture, compacted clay to allow for redevelopment of the site. The foundation hole will be backfilled and compacted to 95% standard proctor with clean, low moisture clay and covered with a minimum of 6" of clean topsoil.
- Sewer laterals are to be properly terminated and staked outside of the demolished building foundation line as close to the public right of way as conditions permit. Terminations are to be made with a mechanically tight seal cap per Metropolitan Sewer District specifications.

- David Miller is to be notified (513.923.5012) prior to backfill procedures taking place.
- The final grade on the demolition site shall be filled to the level of the surrounding grades on the site. The site shall be graded in such a way that water is prevented from ponding and or causing damage to structures on the premises or adjacent properties.
- Adequate measures such as seed and straw and silt fencing shall be taken to prevent erosion of the property. These measures may be left in place after turnover to Duke. The contractor managing this project will assume responsibility for the erosion control and will incorporate it into the overall measures being maintained on the site.

Final Inspection is REQUIRED. David Miller is to be notified at 513-923-5012 when the final grade, erosion control and site clean-up is completed.

General Information:

- Hamilton County Dept. of Environmental Services 513-946-7777
- Cincinnati Water Works 513-591-7700
 - Fire Hydrant Use/Water Permit (temporary use) 513-591-7830
- Electrical Inspections (513) 381-6080
- Duke Energy Emergency Only
 - Electric 513-651-4182
 - Gas 513-651-4466
- Ohio Dig Safe 800-362-2764
- Cincinnati Bell 513-565-6090

Business Development and Permit Center

Hamilton County Planning + Development
 County Administration Building
 138 E. Court Street Room 801
 Cincinnati, Ohio 45202
 General Phone: (513) 946-4550
 Fax: (513) 946-4511

Interactive Voice Response System (IVR):

(513) 946-3780 (to schedule inspections automatically)

All [Building Inspectors](#) and [Plan Examiners](#) will return phone messages left on voice mail as soon as possible. However, all inspection requests **MUST** be made through the IVR system. Inspection requests left on voice mail **WILL NOT BE SCHEDULED**.

BID PROPOSAL

9929 Capstan Drive, Colerain Township, OH 45251	\$ _____
2864 Houston Road, Colerain Township, OH 45251	\$ _____
8806 Nabida Drive, Colerain Township, OH 45247	\$ _____
3483 Niagara Street, Colerain Township, OH 45251	\$ _____
Total	\$ _____

A Bid Bond is not required. However, a performance bond for 100% of the contract value is required.

BID SUBMITTAL

SUBMITTED ON _____, 20__

Company Name: _____

Name of person authorized to sign: _____

Signature of person authorized to sign: _____

Title: _____

Address _____

Phone

No. _____

Fax No. _____

Email _____

State Contractor License No. _____

NOTARY STATEMENT:

State of: _____

County of: _____

On this the _____ day of _____, 20__, before me, _____
a Notary Public, personally appeared, or proved to me on the basis of satisfactory evidence to
be the person(s) whose name (s) is/are subscribed to within the instrument, and acknowledged
that he/she executed it. WITNESS: My hand and Official Seal.

(Seal)

Signature of Notary Public: _____

My Commission Expires: _____

ADMINISTRATION

Department: Administration

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services
Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping
Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #4: Continuously Improve the Operations of the Township
Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets
Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Performance and Compensation Review of Township Administrator

Staff will facilitate a discussion on this topic. The Board may take action.

Rationale:

Per the employment agreement with Administrator Weckbach, the Board of Trustees is required to provide him with an evaluation and review of his compensation by January 15th of each year. A discussion and potential action related to the performance and compensation of Township Administrator will occur related to this item.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion Authorizing Township Administrator to Execute Collective Bargaining Agreement with AFSCME for Part Time Firefighters

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township Administration has negotiated the attached Collective Bargaining Agreement with the AFSCME Union which is a newly formed bargaining unit that represents all part-time Firefighters and Paramedics employed by Colerain Township.

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE COLERAIN TOWNSHIP
BOARD OF TRUSTEES
AND
AFSCME OHIO COUNCIL 8,
AFL-CIO,
COLERAIN TOWNSHIP FIRE
DEPARTMENT, PART TIME
BARGAINING UNIT EMPLOYEES**

JANUARY 1, 2023 – DECEMBER 31, 2025

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ARTICLE 1
AGREEMENT PURPOSE

- A. This Agreement, entered into by Colerain Township, Ohio, hereinafter referred to as the “Employer”, or the “Township”, and AFSCME, Ohio Council 8, AFL-CIO hereinafter referred to as “the Union,” representing the part-time Firefighters and Paramedics of Colerain Township, has as its purpose the following:
1. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing wages, hours, terms and conditions of employment for those employees included in the bargaining unit, as defined herein.

ARTICLE 2
SEVERABILITY

- A. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law or the issue as addressed in the Township’s personnel policy, will apply. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term and the parties agree to meet and negotiate over the effects of the changes within thirty (30) calendar days.

ARTICLE 3
RECOGNITION

- A. The employer recognizes AFSCME, Ohio Council 8, AFL-CIO as the sole and exclusive representative for all part-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:
- Included: All part-time Firefighter EMT’s, Firefighter Paramedics, and Paramedics in the Colerain Township Department of Fire and Emergency Medical Services.
- Excluded: All full-time staff; the part time Chief, part-time Fire Inspector and part-time administrative staff; and all supervisors, confidential employees, and management-level employees as defined by the Act; all seasonal and casual employees as defined by SERB.
- B. The Employer will not recognize any other organization as the representative for any bargaining unit employee.

ARTICLE 4
UNION SECURITY

- A. The Employer agrees to deduct AFSCME membership dues bi-weekly each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization, signed individually and voluntarily by the Employee. The signed payroll deduction form must be presented to the Employer by the Employee or his designee. Upon receipt of the authorization, the Employer will deduct AFSCME dues, initiation fees, and assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer in accordance with the terms of the executed authorization. Deductions shall be made from the pay of employees biweekly. Previously signed and un-revoked authorization cards shall continue to be effective for current and reinstated employees. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. 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.
- B. The Employer shall be relieved from making such individual "check-off" deductions upon an Employee's:
1. Termination of employment;
 2. Transfer to a job other than one covered by the bargaining unit that is not another AFSCME bargaining unit;
 3. Layoff from work;
 4. An unpaid leave of absence;
 5. As outlined in Section J of this Agreement.
- C. The laws regarding dues being used to finance political campaigns will be strictly followed. However, bargaining unit members will not be hindered from contributing additional, voluntarily donations to the Union's P.E.O.P.L.E. program via payroll deduction.
- D. The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions of the Union dues.
- E. Within ten (10) business days of the initial employment of an employee, the union shall be provided with the name of the employee, his/her regular schedule, and his/her duty location. One of the eleven elected Union Representatives and/or an AFSCME Ohio Council 8 Staff Representative shall have the opportunity to meet with the employee for up to forty-five (45) minutes during their shift to explain contractual rights and introduce new employees to the Union. No units shall be placed "out of service" due to this

meeting. If a unit is to be placed “out of service” to accommodate this orientation, then the orientation shall occur off duty. There is no requirement for management to schedule an employee or representative to a Fire Station to accommodate this meeting.

- F. The Union shall be allowed to conduct a meeting to re-orient, educate, and update each employee in the units covered by this settlement for up to forty-five (45) minutes, each year, covered by the term of the Agreement. Such meetings shall be for the purpose of informing employees of union membership programs and their rights and obligations under the Agreement and shall be conducted at the work location. The nature of the work of Fire & EMS means that employees who are on duty may likely be called for a run at any moment in time and they must attend to any call for service which may occur during the course of that meeting.
- G. The Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information to the oc8dues@afscme8.org email in an Excel or Text format with the subject line, Local (Insert Local # when we have one), Pay date -/-/:
 - 1. Dues List: name (last name, first name, middle initial), current address, phone number and department/work unit, last four digits of the social security number and the amount of the deduction for each employee, as well as the total amount of the dues deducted for all employees for the pay period of the report.
 - 2. Total Remittance Amount.
- H. All employees who are members of the union may revoke their union membership by giving written notice to the union of their desire to withdraw from the union. Revocation of union membership does not revoke union dues authorization, which may be revoked as set forth below.
- I. 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. Copies of employees’ dues checkoff authorization cards are available from the Union upon request.
- J. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5
UNION REPRESENTATION

- A. Non-employee representatives of the Union shall be admitted to the Employer's facility as long as their presence will not interrupt or interfere with the daily operations of the Fire Department. Upon arrival, the Union representative shall identify themselves to the Employer or their designee and state the purpose of the visit.
- B. Up to eleven (11) employees selected by the Union to act as the Union representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Union Stewards. The Union Stewards may have an alternate who shall act in their absence. The Union shall notify the Employer of any changes in representation and the Employer shall not be obligated to recognize any Union Steward or Officer who they have not been given official notice of being elected or appointed to their position. Official notice of a change in Union Officers or Union Stewards shall be made in writing by the Local Union President or an AFSCME Ohio Council 8 Staff Representative within fourteen (14) business days of any change to the Fire Chief or Township Administrator.
- C. A Union Steward may discuss a grievance with an Employee and/or his supervisor, for a reasonable period of time.
- D. The Union shall have reasonable access to meeting areas of the Employer at reasonable times but only so far as any Union meetings do not interfere with the Employer's business. The Union shall obtain the consent of the Employer prior to utilizing the Employer's meeting areas.
- E. The Union Stewards shall attend to the administration of this Agreement on a no loss/no gain basis.
- F. Space shall be made available on-site at a Colerain Township facility for monthly meetings of the Union at no cost. Use of Township space must be pre-approved by the Employer.

ARTICLE 6
UNIFORMS

- A. The Township shall provide uniforms to each bargaining unit member to replace worn or damaged items, as needed.
- B. Upon first being hired with the Employer, all members of the bargaining unit shall be issued two (2) polos, one (1) button down shirts, two (2) t-shirts, two (2) pair of pants, one (1) job shirt, one (1) high visibility winter/summer safety jacket, one (1) pair of uniform shorts, and a winter hat. Upon a bargaining unit member's ten (10) year anniversary of employment with the Township they will be awarded a Class A dress uniform or will be reimbursed for the Class A uniform which they bought prior to their

ten-year anniversary.

- C. The Employer shall furnish and thereafter maintain at no cost to the Employee all respiratory apparatus, gloves, helmets, protective clothing, and any other protective equipment such as personal alarm devices, boots, nomex hoods, batteries and any other equipment as determined by the Employer to safely fulfill the requirements of the Employee's duties and responsibilities. All equipment shall meet or exceed National Fire Protection Association (NFPA) requirements at the time the equipment is issued. Within 14 days of termination, resignation, or separation from the Township, all department issued equipment must be returned to the Township. Failure to do so will result in a reduced final paycheck to cover the Township for the lost items and legal action.
- D. Each employee will be granted a stipend of \$150 for uniforms each calendar year, excluding the calendar year they were hired for footwear. Funds will be available January 31st of each year.

ARTICLE 7

NON-DISCRIMINATION

- A. Neither the Employer, their agents, agencies, or officials, nor the Union or their agents or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, gender identity, national origin, political affiliation, lawful political activity, disability, or ancestry of any person.
- B. The Employer and the Union agree not to interfere with the desire of any person to become or refrain from becoming a member of the Union. No department supervisor or representative of the Employer shall discriminate against any employee because he or she has formed, joined, or chosen to be represented by the Union or because he or she has given truthful testimony or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the Union in good faith, recognized under the terms of this Agreement.
- C. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 8

MANAGEMENT RIGHTS

- A. The Union recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township, including but not limited to the generality of the foregoing:

- 1. Determine matters of inherent managerial policy, which include, but are not

limited to areas of discretion or policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve efficiency and effectiveness of operations, and programs;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge, for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Department as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Department as a governmental unit;
10. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations, the addition or discontinuance of any services, facilities, equipment, materials, or methods of operation;
11. The right to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; to determine the amount of supervision necessary, work schedules, and the method of process by which work is performed;
12. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement in programs, establish, change, abolish, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications;
13. The right to reasonably determine an existence or non-existence of facts which are the basis of the management decisions; establish or continue policies, practices, or procedures for conduct of the Department of Fire & EMS and its services to the citizens of Colerain Township and, from time to time, re-determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of Colerain Township; determine the

number of hours per day or week any operation of the Department of Fire & EMS which may be carried on; select and determine the number and types of employees required; assign such work to such employees in accordance with the requirements determined by management authorities; establish training programs and upgrading requirements for employees within the department; establish and change work schedules and assignments; transfer, promote or demote employees or to layoff, terminate or otherwise relieve employees from duty; continue, alter, make and enforce reasonable rules for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Colerain Township Department of Fire & EMS, subject to the terms of this agreement.

- B. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 9

PERSONNEL FILES

- A. Each employee may request to inspect his official personnel file maintained by the Employer.
1. All discipline records shall be stored in the Township's personnel system unless agreed to by mutual agreement of the parties.
- B. If an employee becomes aware of an unfavorable statement or notation in the official personnel file, the Employee shall be given the right to place a statement of rebuttal or explanation in the file or it shall be removed under the following circumstances:
1. No anonymous material of any type shall be included in the Employee's official personnel file.
 2. All entries and/or copies placed in an Employee's file that pertain to allegations or charges against the employee, which are determined to be "not sustained" or "unfounded," or which result in an exoneration of the accused Employee, shall immediately be removed from the Employee's file and a copy given to the Employee. There shall be no further record of these documents contained within the Employee's file.
 3. Records of suspensions or demotions shall cease to have force and effect, thirty six (36) months from the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect, twenty four (24) months from the date of issuance, provided no intervening discipline has occurred. A letter of Counseling (verbal reprimand, date and time recorded) shall cease to have force and effect six (6) months from the date of issuance, provided no intervening discipline has occurred.

- C. To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files unless requested by the Union to fulfill their duty as the exclusive representative of the bargaining unit.

ARTICLE 10

PROBATIONARY PERIOD

- A. Every newly hired Employee shall be required to successfully complete a probationary period. The probationary period shall begin the first day for which the Employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A new hire probationary Employee may be terminated at any time during their probationary period and shall have no right to appeal of the termination under this Agreement. A probationary period may be extended up to six months upon written agreement between the Employer and probationary Employee.

ARTICLE 11

SENIORITY

- A. "Seniority" shall be computed on the basis of uninterrupted length of continuous service measured in years, months, and days that an Employee has accumulated as an Employee in the Service of Colerain Township and the Colerain Township Fire & EMS Department.
- B. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.
- C. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire as a part-time firefighter with the Township.
- D. A person who has taken a leave of absence for one year or less shall retain their seniority.
- E. Upon completion of fifteen (15) years of uninterrupted service with the Fire Department as a part-time firefighter, any bargaining unit member may "retire" from the Colerain Township Fire Department. This retirement shall mean that they may, at their discretion, be removed from all future shifts but keep their class A uniform at no cost, their helmet at no cost, and will receive their retirement patch. The retired bargaining unit member may also wear their Class A uniform to Colerain Township events at the discretion of the Fire Chief or their designee.

ARTICLE 12

LAYOFF AND RECALL

- A. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected bargaining unit members at least fourteen (14) calendar days in advance of the effective date of layoff or job abolishment. Employees

will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

- B. In the event of any layoff, all part-time personnel shall be laid off first in the inverse order of seniority, with the least senior bargaining unit member being laid off first.
- C. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, Employees who are still on the recall list shall be recalled, in inverse order of their layoff. Any recalled Employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and each Employee will be paid for their time spent there at their normal rate of pay.
- D. Notice of recall shall be sent to the Employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.
- E. The laid off employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his or her intention to return to work, and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5) calendar days, or failing to report for duty within fourteen (14) calendar days of notice shall be removed from the recall list and be deemed to have resigned.
- F. If the fire department moves to an all full time department, part time employees shall be given the option to become a full time firefighter in lieu of a layoff by order of seniority. They shall not go through any new hire process but will be automatically awarded the position, and will serve a one year probationary period.

ARTICLE 13

GRIEVANCE PROCEDURE

- A. The term "grievance" shall mean an allegation by a bargaining unit Employee that there has been a breach, misinterpretation, or improper application of this Agreement or any supplemental agreements made between the parties in writing, such as a Memorandum of Understanding (MOU). It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement.
- B. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such a grievance shall be defined as a group

grievance. The names of each member, if practical, or the group being represented, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all Employees in the group. The grievance procedure outlined in Section F or I of this article shall be used throughout the grievance procedure.

- C. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step.
 - 1. Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or their designee within the stipulated time limits shall be considered a denial by the Employer and the grievance is considered denied.
- D. Written grievances must be filed on the form provided by AFSCME, Ohio Council 8, AFL-CIO and shall contain, but not be limited to, the following information:
 - 1. Date grievance occurred;
 - 2. Description of incident giving rise to the grievance;
 - 3. Articles and sections of the Agreement involved;
 - 4. Relief requested; and
 - 5. Signature of the Employee or in the absence of the Employee or a group grievance, the signature of the steward filing the grievance.
- E. Disciplinary grievances involving suspension or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in Section F of this Article. All other grievances related to disciplinary actions are to be filed at Step 1.
- F. The following steps shall be followed in the processing of a grievance:
 - Step 1 – Within seven (7) calendar days of the incident or knowledge of the incident, which gave rise to the grievance, the aggrieved employee shall notify the Assistant Chief or their designee in writing of their grievance, who shall investigate the matter and respond to the grievant within five (5) calendar days of the initial notification with a report of their findings.
 - Step 2 – A grievance unresolved at Step 1 may be submitted by the grievant in writing to the Fire Chief within five (5) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Fire Chief to investigate the matter, hold a hearing within five (5) calendar days from the receipt of the grievance, and to

provide a written response to the grievance within seven (7) calendar days from the day the hearing is held. The grievant will be represented by a representative of AFSCME, Ohio Council 8, AFL-CIO at any hearing or hearings held at this level or above unless they sign a waiver refusing Union representation.

Step 3 – A grievance unresolved at Step 2 may be submitted by the grievant to the Township Administrator within seven (7) calendar days from receipt of the Step 2 answer. It shall be the responsibility of the Township Administrator, or their designee, to investigate the matter, hold a hearing within five (5) calendar days from the receipt of the grievance, and to provide a written response to the grievance within seven (7) calendar days from the day the hearing is held. The hearing will be comprised of all relevant parties as determined by the Township Administrator. The grievant will be represented by a representative of AFSCME, Ohio Council 8, AFL-CIO at any hearing or hearings held at this level or above unless they sign a waiver refusing Union representation.

Mediation

If the Union feels that an unsatisfactory answer has been provided at Step 3 of the grievance process, prior to submitting the matter to arbitration, the parties consent to submit the grievance to Mediation. The parties shall use the no cost mediation process provided by the Federal Mediation and Conciliation Service (FMCS) and shall conduct Mediation in accordance with the rules of the FMCS. Until Mediation is completed, all timelines are held in abeyance. Either the Union or the Employer may end this Mediation step of the grievance process but only after at least one (1) Mediation session has been attempted and at least ten (10) days' notice prior to any other Mediation session which has been scheduled has been given.

- G. Grievances unresolved during mediation may be submitted to arbitration upon request of the Union, in accordance with Section H of this Article.
- H. AFSCME Ohio Council 8, based upon the facts presented, has the right to decide whether to arbitrate a grievance or not. If they decide to arbitrate a grievance, within thirty (30) calendar days from the date of mediation, the Union shall notify the Employer, in writing, of the intent to seek arbitration of an unresolved grievance. Following notification:
 - 1. The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.
 - 2. The Employer's representative shall notify the Union of any question of arbitrability within 30 days of the date of the intent to arbitrate, and of their intent to raise the question at the arbitration hearing. The arbitration hearing will 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.

3. After receipt of a request to arbitrate, a representative of each party (The Union and Employer) shall select an arbitrator in the following manner:
 - a. The FMCS shall be jointly requested to submit a panel list of nine (9) arbitrators from the region. The parties shall strike the names of the arbitrators, with the Union striking first, until only one name remains. Either party may once reject the list and request from the FMCS another list of nine (9) names until an arbitrator is selected. Any party requesting a new list will pay for that list.
 - b. The Arbitrator shall limit their decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, or any supplemental agreement and shall be without power and authority to make any decision contrary to, or inconsistent with or modifying or varying in any way the terms of the Agreement or applicable laws. Nor shall they make any decision contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.
 - c. The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
 - d. The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs. Any dispute over damages will be resolved by the Arbitrator who heard the grievance at arbitration.
 - e. The cost of fees of the arbitrator shall be borne equally by the parties. The expense of any non-Employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

- f. Disciplinary actions of Letter of Counseling or Written Reprimand may be appealed through the grievance procedure, but are not subject to the arbitration procedure unless a pattern of abuse becomes evident.

I. Peer Review Procedure

- a. For Employees who desire to file a grievance that would be initiated at the traditional Step 1 grievance level and involve issues including a Letter of Counseling, Written Reprimands, and the results of performance evaluations, an alternative Peer Review Procedure is available. Such procedure is not available for grievances involving suspension, removals, or demotions.
- b. An employee having a grievance shall file a written grievance following the traditional Step 1 procedure with the portion of the form where it calls for a Supervisor having been filled in with Peer Review Procedure, within seven (7) calendar days of the incident or knowledge of the incident occurring.
- c. A hearing shall be scheduled by the Fire Chief or their designee within seven (7) calendar days of the receipt of the grievance. The panel will consist of two (2) bargaining unit members and three (3) management team members. The panel will hear the grievance, determine if a contract violation has occurred and make a written decision, which is final and binding.
- d. The panel's decision is not arbitrable. The finding will be issued to the Employee, the Union President and the Staff Representative in writing via email or by certified mail to AFSCME Ohio Council 8, 1213 Tennessee Ave, Cincinnati, OH 45229.

ARTICLE 14 **DISCIPLINE**

- A. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause.
- B. Forms of disciplinary action, but not necessarily the order of discipline are:
 - 1. Verbal Counseling (verbal reprimand, date and time recorded);
 - 2. Written Reprimand;
 - 3. Demotion or Suspension without pay; and

- a. Suspensions without pay shall take into account the part-time status of an employee and will not be excessive. For the purposes of calculating the equivalent part-time to full-time ratio a one (1) day suspension shall be equivalent to any eight (8) hour period normally worked, off. For example, if a firefighter normally works a 24 hour period every three (3) days, it shall be a three (3) day suspension for a firefighter to take one 24 hour period off.
- 4. Discharge.
- C. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.
- D. Except in instances wherein the Employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner which takes into account their record of evaluations, years of service, and active discipline only.
- E. Any time the Employer or any of his representatives has reason to discipline any Employee, it shall be done in a manner that will not intentionally embarrass the Employee before other Employees or the public.
- F. Whenever the Fire Chief or their designee determines that an employee may be disciplined for just cause at a level of demotion, suspension, or discharge, a pre-disciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged conduct. Interviews and meetings under this process will be conducted at reasonable times, preferably (but not necessarily) during the hours of 10am and 5pm on Monday through Friday or another mutually agreed upon time. In the event that the interviews or meetings are not conducted during an Employee's tour of duty, the Employee will be paid at his or her normal hourly rate of pay for the time of the interview or meeting.
- G. No less than seventy-two (72) hours prior to the scheduled starting time of the pre-disciplinary conference, the Fire Chief will provide to the Union and the designated hearing officer a written outline of the charges which may be the basis for disciplinary action and provide any evidence to be presented at the hearing. The Union will advise the Employee that they may;
 - 1. Appear at the conference to present an oral or written statement in their defense;
 - 2. Appear at the conference and have the Union present an oral or written statement in defense of the Employee; or
 - 3. Elect in writing to waive the opportunity to have a pre-disciplinary conference.
- H. The Fire Chief or their designee shall conduct the pre-disciplinary conference.

- I. At the conference the Union may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The Union shall provide a list of witnesses to the Fire Chief or their designee not later than twenty-four (24) hours prior to the pre-disciplinary conference.
- J. The Employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the Fire Chief or their designee concluding as to whether or not the alleged conduct occurred, and deciding what discipline, if any, is appropriate. A copy of this report will be provided to the Employee, the Union President, and the Union Staff Representative within fifteen (15) calendar days following the conference. Any disciplinary action ordered by the Fire Chief shall commence not later than forty-five (45) calendar days after the issuance of the report.
- K. 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 found guilty by the trial court of a felony shall be summarily discharged. Where the Employee is found not guilty of the charges the Employee may be subject to discipline pursuant to the terms of this Article, but they shall be paid for all lost straight time hours and shall have any other accrued benefit time, restored to their credit.
- L. Whenever the Employer or any of his representatives' question bargaining unit Employees in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary conferences, the following conditions shall apply:
 - 1. Employees being questioned as witnesses shall be so informed.
 - 2. When an Employee who is suspected of misconduct is questioned regarding such misconduct, they shall be apprised of the nature of the suspected misconduct in writing as it is known at that time. They will also be informed of their right to have a Union representative present during the questioning.
 - 3. Formal disciplinary conferences may be recorded by the Fire Chief. The Employee and/or Union may also record the conference at their own expense. All recordings will be made available to either side.
 - 4. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
 - 5. No Employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.
- M. Upon mutual agreement, a polygraph may be used as part of an investigation for discipline. No employee shall be subject to disciplinary actions solely on the basis of

results of a polygraph examination.

- N. If, without proper notice to the Fire Chief, Assistant Fire Chief, or Division Chief, an employee has been absent for more than one tour of duty and fails to report at the scheduled starting time for the subsequent tour of duty, they shall be deemed to have resigned from employment with the Township. However, this issue may only be taken to arbitration if the Employee can show that they were unable to contact the Employer for reasons of a medical emergency or other exigent circumstances.

ARTICLE 15

HOURS OF WORK, OVERTIME, AND HOLIDAYS

- A. As used in this Article, a work period shall consist of a 28-day work period. A shift shall consist of twenty-four (24) consecutive hours once every six (6) days. Time off shall be allowed per the Fire & EMS Standard Operating Guideline titled "Part-Time Time Off". Notwithstanding the foregoing, any employee hired as a PRN is required to work a minimum of forty-eight (48) hours every 28-day work period, this may be a twelve (12) or twenty-four (24) hour shift.

1. Rotational Work Schedule – Each employee working a rotational schedule is assigned a unit day, which requires the employee to work the mandatory hours on a specific 24 hour shift every 6th day.

2. PRN Schedule – Each employee working as a PRN shall schedule based on the policy established by the Fire Chief. Eligibility for this program shall be limited to a maximum of fifteen (15) employees.

3. Comparable Coverage – An employee unable to fulfill a scheduled shift shall be solely responsible for obtaining substitute coverage, with the exception of missing all or a portion of a scheduled shift due to attendance at an approved Fire or EMS training course, as provided in this agreement. A substitute of employee of lesser qualifications shall be allowed only with the permission of the Fire Chief or their designee. Trading shifts to other employees does not relieve the employee from meeting the minimum number of hours worked per calendar year as set out above.

- B. Beginning at 7am on the day of the Holiday and ending at 7am on the following day, Firefighters who work one of the legal holidays listed below will be paid one and a half (1.5) times their regular hourly rate:

New Year's Day – January 1st
Martin Luther King Day – 3rd Monday in January
President's Day – 3rd Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – 1st Monday in September

Patriot's Day – September 11th
Veteran's Day – November 11th
Thanksgiving Day – 4th Thursday in November
Christmas Day – December 25th

- C. Bargaining unit members will not be forced to find their own replacement if they call in sick. Trades must be documented on the appropriate form and approved by a supervisor.
- D. Special pay rates –
 - 1. Bargaining unit members that work any public education detail other than during their scheduled shift will be paid at time and a half the employee's regular hourly rate, and shall receive a minimum of two (2) hours pay.

ARTICLE 16

LEAVE OF ABSENCE

- A. A leave of absence may be granted by the Fire Chief with the approval of the Township Administrator under the following conditions:
 - a. Leave of absence is without pay.
 - b. Leave of absence may only be granted to part-time employees who have successfully completed their probationary period of 12 months.
 - c. The request for a leave of absence must be in writing from the employee outlining the reasons.
 - d. The employee shall return all issued equipment and uniforms.
 - e. Failure to return from a leave of absence at the specified date will be considered a resignation and not subject to the grievance process or arbitration.
 - f. All approved leaves of absence shall be confirmed in writing to the employee by the Fire Chief with a copy to the employee's file.
 - g. Under no circumstances, outside of military leave under FMLA, will a leave of absence extend beyond one year.

ARTICLE 17

NO STRIKE/NO LOCKOUT

A. NO STRIKES

- a. The Union agrees that during the term of this agreement, there shall be no strikes, work stoppages, picketing, job actions, slowdowns or other cessations of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, Union representatives will continue to carry out their duties as employees and will take positive action to bring the activity to an end.

B. NO LOCKOUTS

- a. The Township agrees that it will not lock-out any employee during the term of this agreement.
- C. For the purpose of this agreement, the meaning of the term “job action” shall include but not be limited to any interruption of operations by employees; absence from work upon any pretext or excuse, such as illness or group sickout call, which is not founded in fact; or interruption of the operations of the Township by the Union and/or its members.

ARTICLE 18

INSURANCE

- A. After completion of the employee’s probationary period, the Employer will provide the employee, life insurance at the expense of the employer in the following coverage amounts:
\$50,000 death: \$50,000 accidental death and dismemberment insurance.

ARTICLE 19

WAGES & OTHER COMPENSATION

- A. No overtime (per applicable FLSA rules) shall be allowed unless approved by the Fire Chief or his designee. There shall be no pyramiding of overtime.
- B. Pay shall be based on “percentage model” beginning with a base pay and increased a set percentage based on years of service (steps), EMT Certification (EMT-B, Paramedic) and qualification of FAO (Fire Apparatus Operator) and/or FSI (Fire Safety Inspector).
- C. Base pay for the start of this contract shall be \$ 16.99 per hour
- D. Step 1 shall be the time of appointment thru twelve (12) months (probation). Step 2 shall be twelve (12) months following Step 1 (2nd anniversary of employment). Step 3 shall be twelve (12) months following step 2 (3rd anniversary of employment). Step 4 shall be the end of Step 3 (top out).
- E. In order to attract and retain highly qualified employees the Township shall credit up to four (4) years (Step 4) of equivalent service for paid full-time experience, or its part-time equivalent. For persons having part-time fire service experience the following equivalencies shall apply:
 - 1. 0-9 hours per week = No credit
10-19 hours per week = 1/4 (one-quarter) of full-time work.
20-29 hours per week = 1/2 (one-half) of full-time work.
30 hours or more per week = Full-time work.
 - 2. To be considered the Employee must provide employment dates, average number of hours worked per week, and job duties. The burden of proof rests on the candidate. Each case for equivalent eligibility will be reviewed on a case-by-case

basis by the Fire Chief and will not be unreasonably denied. This decision shall not be retroactive past the date that information was provided.

Firefighter Pay Scale (1/1/2023 thru 12/31/2023)

<u>Certification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
FF/EMT-B (Base)	\$16.99	\$17.99	\$18.99	\$20.00
FF/EMT-B (FAO)	\$18.69	\$19.69	\$20.69	\$21.64
MEDIC ONLY	\$17.75	\$18.75	\$19.75	\$20.75
FF/EMT-P	\$18.25	\$19.25	\$20.25	\$21.25
FF/EMT-P (FAO)	\$19.95	\$20.95	\$21.95	\$22.95

Firefighter Pay Scale (1/1/2024 thru 12/31/2024)

<u>Certification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
FF/EMT-B (Base)	\$17.46	\$18.48	\$19.51	\$20.26
FF/EMT-B (FAO)	\$19.16	\$20.18	\$21.21	\$22.24
MEDIC ONLY	\$18.24	\$19.27	\$20.29	\$21.26
FF/EMT-P	\$18.75	\$19.78	\$20.81	\$21.83
FF/EMT-P (FAO)	\$20.45	\$21.48	\$22.51	\$23.53

Firefighter Pay Scale (1/1/2025 thru 12/31/2025)

<u>Certification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
FF/EMT-B (Base)	\$17.89	\$18.95	\$20.00	\$20.87
FF/EMT-B (FAO)	\$19.59	\$20.65	\$21.70	\$22.75
MEDIC ONLY	\$18.69	\$19.75	\$20.80	\$21.87
FF/EMT-P	\$19.22	\$20.27	\$21.33	\$22.28
FF/EMT-P (FAO)	\$20.92	\$21.97	\$23.03	\$24.08

H. Education Pay – All non-paramedic bargaining unit members who have passed their probationary period shall be eligible, on a most to least seniority basis, for one (1) slot at the paramedic school of the Employer's choice, at no cost. Upon being approved for the slot an employee must agree to continue working at the Township on a regular basis (i.e. they agree to

work a once ~~every~~ three (3) day or once every six (6) day schedule with reasonable time off using trades, ~~(A)any~~ unpaid time off but no change to PRN) for a period of at least two (2) years after they complete the program. Any employee who terminates their employment with the Township prior to the two (2) year time-frame from the time they completed the program, shall owe the Township for all unpaid schooling costs which the Township would have normally been charged for the paramedic school.

ARTICLE 20

COMMUNICABLE DISEASES

- A. Exposure to Blood Borne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall provide Hepatitis B vaccinations to all Employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations, and shall so indicate on forms provided by the Employer.
- B. Employees exposed to Tuberculosis (TB) shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the health insurance plan.
- C. Per NFPA 1581, the Township agrees to use the latest protocols that address occupational health risks and the need to protect fire service members in all phases of their work. This shall include the identification, evaluation, control, and monitoring of risks from infectious environments at the fire station, in fire apparatus, during procedures at an incident scene, and at any other area where bargaining unit members are involved in routine or emergency operations.

ARTICLE 21

MISCELLANEOUS

- 1. The provisions of this Agreement shall be binding upon the Employer and its successors and assigns by merger, consolidation, or otherwise. Absent mutual agreement, no provision, term, or obligation of this agreement will be affected, modified, altered or changed in any respect by a party's consolidation, merger, sale, transfer, or assignment with or to any other organization, including but not limited to any change in legal status, ownership, or management.
- 2. Any time there is a new classification or a change to any current classifications, notification will be sent to the Local President and AFSCME Staff Representative via email. If the Union disagrees with the changes than the parties will bargain over them, until mutual agreement is reached.
- 3. Should the employer become aware that Employees wish to join with AFSCME Ohio Council 8, AFL-CIO, or that some members of a division have signed AFSCME Union

Cards, prior to fifty (50) percent of any unit having signed a Union Card, the Employer agrees to remain neutral on the matter and thereafter the provisions of section 3 of this article, shall apply. The following clause in quotes only takes effect after there is a layoff of all employees in the bargaining unit: “upon gaining a majority among another division, the Employer agrees to voluntarily recognize them through a joint petition with the Union to SERB.”

4. A copy of all current personnel policies and this agreement will be provided to all new hires and a digital copy will be kept digitally on the township website, in a place that is easily available for review by both bargaining unit members and the Staff Representative.
 - A. Any new personnel policies shall be provided to the Union President and Staff Representative within thirty (30) calendar days of being approved by the Township.
5. Labor Management Committee. Either the Employer or the Union may call a Labor Management Committee meeting to discuss issues. The President, Vice President, and the Staff Representative for the Union will all be present or an alternate in their place must be present in addition to the Township Administrator, Fire Chief, and Assistant Fire Chief or their designee in order for a Labor Management Committee to proceed. Upon notification from either party a Labor Management Committee meeting will be scheduled within ten (10) business days.

ARTICLE 22

DRUG/ALCOHOL TESTING

- A. Drug/alcohol testing may be conducted on Employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:
 1. Observable phenomena, such as a direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of a drug or alcohol;
 2. A pattern of abnormal conduct or erratic behavior;
 3. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
 4. Information provided either by reliable and credible sources or independently corroborated;
 5. Evidence that an employee had tampered with a previous drug test; and
 6. Facts or circumstances developed in the course of an authorized investigation of

an accident or unsafe working practice.

7. Post-accident testing will be conducted whenever an automobile accident occurs, regardless of whether there is an injury. An automobile accident is defined as an unplanned, unexpected or unintended motor vehicle crash that occurs during working hours that involves a Township owned motor vehicle used in conducting Township business, or is within the scope of employment that results in any of the following:
 - a. A fatality of anyone involved in the accident;
 - b. Bodily injury to the employee and/or another person that requires off-site medical attention away from the Township's place of employment;
 - c. Vehicular damage in apparent excess of one thousand dollars (\$1,000.00); or
 - d. Non-vehicular damage in apparent excess of one thousand (\$1,000.00) dollars.
 8. When such an accident results in one of the situations listed above, any employee who operated the vehicle that contributed to the accident will be tested for drugs or alcohol use or both. Motor vehicle accidents that involve a Township owned vehicle and an animal (deer, dog, etc.) will not require testing regardless of monetary damage to the vehicle.
- B. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial testing results alone.
- C. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The Employer's Medical Review Officer shall review all confirmed positive results from the laboratory.
- D. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.

- E. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer only. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.
- F. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above. In the event a second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- G. If after the testing required above has produced a positive result the employee shall be permitted to participate in any rehabilitation or detoxification program covered by the Township's insurance, or their choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to their former position. Such employee may be subject to periodic retesting upon their return to their position for a period of eighteen (18) months from the date of their return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.
- H. If the employee refused to undergo rehabilitation or detoxification or if they test positive during a retesting after their return to work from such a program, the employee shall be subject to disciplinary action, including removal from their position and termination of their employment.
- I. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense. The employee may request a third sample be taken at the time the initial sample is taken. This sample shall be tested in accordance with the Section C of this Article.
- J. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.
- K. Members of this bargaining unit are subject to random testing. These tests will be

conducted on an unannounced basis. An independent, non-Township testing organization will utilize objective computer software to ensure random selection from the employee testing pool. Once notified of selection, the employee is to immediately report to the testing center for their drug test. Failure to comply with the request for a specimen for a random test will be considered a refusal to submit to testing and may result in termination of the employee.

ARTICLE 23
COURT APPEARANCES AND JURY DUTY

- A. If an Employee is subpoenaed as a witness to appear in a court of law on his or her scheduled day off to testify about facts which occurred in the line of duty he or she will be paid a minimum of four (4) straight time hours.

ARTICLE 24
DURATION

- A. Except as otherwise provided herein, this Agreement shall be effective from January 1, 2023 through and including December 31, 2025. Either party may file written notice of intent to modify or amend this Agreement no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be hand-delivered, sent electronically, or sent by certified mail (return receipt requested).

IN WITNESS WHEREOF, the parties have hereunto their set hands on the dates indicated below.

Jeff Weckbach, Colerain Township
Administrator
Date Signed: _____

Mark Caddo, Staff Representative
AFSCME Ohio Council 8
Date Signed: _____

Chief Allen Walls, Colerain Township
Fire Chief
Date Signed: _____

~~Robert~~ Robert Stockmeier, BU Member
Date Signed: _____

Jason Davis, BU Member
Date Signed: _____

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services
Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Resolution Authorizing the Adoption of Amended Appropriations and Amending the 2023 Strategic Plan and Budget

Recommend ADOPTION of the Resolution.

Rationale:

On December 29, 2022, the Township closed on the sale of \$12 million in general obligation bonds to finance the construction of two new fire stations.

This amendment appropriates those funds to a newly created Fund 4101- Capital Project- Fire Fund. It also appropriates \$800,000 for debt service to Fund 3101- Bond Retirement, instead of Fund 3301- Special Assessment- Fire Bonds. It also authorizes the Fiscal Officer to make the corresponding changes to the 2023 Strategic Plan and Budget.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of January 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 23

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
AND AMENDING THE 2023 STRATEGIC PLAN AND BUDGET**

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

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2023, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2023 APPROPRIATIONS
1000	General Fund	\$6,574,839
2011	Motor Vehicle License Tax	\$191,197
2021	Gasoline Tax	\$1,213,325
2031	Road and Bridge	\$1,185,512
2081	Police District	\$8,904,019
2111	Fire District	\$13,681,709
2181	Zoning	\$181,225
2231	Permissive Motor Vehicle License Tax	\$667,201
2261	Law Enforcement Trust	\$375,925
2271	Enforcement and Education	\$4,000
2274	American Rescue Plan	\$7,496,967
2281	Ambulance And Emergency Medical Services	\$1,396,803
2401	Special Assessment - Lighting Districts	\$165,360
2402	CDBG Sidewalk Maintenance Fund	--
2901	TIF - Kroger	\$241,125
2902	Recycling Incentive	\$196,783
2903	TIF - Colerain Towne Center	\$557,825
2904	TIF - Duke	\$216,000
2905	TIF- Northridge	\$1,500
2906	Sidewalk Waiver	\$250,000
2908	CDBG Com Dev Block Grant	\$150,000
2911	Parks & Services	\$1,198,577
2912	Community Center	\$285,920
3101	Bond Retirement	\$800,000
4101	Capital Project- Fire Fund	\$12,000,000

6001	Self-Insurance Fund	\$2,683,847
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Section 2: Authorize the Colerain Township Fiscal Officer to amend the 2023 Strategic Plan and Budget by replacing “Fund 3301- Special Assessment- Fire Bonds” with “Fund 3101- Bond Retirement” and adding “Fund 4101-Capital Project- Fire Fund” with an appropriation of \$12,000,000, to recognize the closing of the General Obligation Fire Station Bonds, Series 2022 on December 29, 2022.

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

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

ADOPTED this _____ day of January 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann (0081467)
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 January 2023. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

OLD BUSINESS

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Discussion - FLOCK

No action is requested of the Board.

Rationale:

Trustee Ulrich has requested a continued conversation on the potential purchase of FLOCK cameras for the Police Department. Police Chief Cordie will provide additional perspective and answer questions from the Board on this issue.

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Continue to Provide High Quality Safety Services

Contract - Cellebrite - Police Subscription - \$4,880 - One Year Term
Recommend approval of all consent items.

Rationale:
This contract provides a subscription for investigative services for the police department.

Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany New Jersey 07054
United States

REC'D DEC 08 2022



Cellebrite

Digital intelligence
for a safer world

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>

Invoice

Invoice#
Date:

Q-279017-1
Dec 07, 2022

Billing Information

Colerain Police Department
4200 Springdale Rd
Cincinnati, Ohio 45251
United States
Contact: Sam Shea
Phone: 513-321-2677

Delivery Information

Colerain Police Department
4200 Springdale Rd
Cincinnati, OH 45251
United States
Contact: Sam Shea
Phone: 513-321-2677

End Customer: Colerain Police Department

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00181869	Jan 06, 2023	Net 30	USD	Chris Zarate

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-UFD-10-001	UFED 4PC Ultimate Subscription	1	Dec 24, 2022	Dec 23, 2023	1840339921	4,880.00	4,880.00

SubTotal	USD 4,880.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 4,880.00

Comments:

Police	BC/PO #: 63-22
☒ Approved for Payment	Amt. \$ 4880.-
☐ Final Payment	
☐ Partial	Date 12-8-22
Director	Copas

Terms and Conditions:

- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfind
- er: <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: <https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

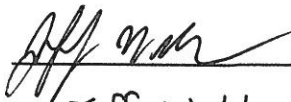
Quote Number: Q-279017-1
Prepared by Chris Zarate
Page 1 of 2

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp:



Effective Date: 12/13/22

Name (Print):

Jeff Weckbach

Title:

Administrator

Please sign and email to Chris Zarate at chris.zarate@cellebrite.com

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Contract - Hamilton County Board of Elections - Election Day Rentals - \$0
Recommend approval of all consent items.

Rationale:
The attached agreement is with the Board of Elections for use of Township space for the 2023 election cycle.

Rental Agreement

This Rental Agreement is entered into as of the **1st of January, 2023 for the calendar years of 2023-2024** by and between the Board of Elections, Hamilton County, Ohio, 4700 Smith Rd., Cincinnati, OH 45212 (Lessee) and (Lessor/owner):

COLERAIN TOWNSHIP TRUSTEES

WHEREAS, the Lessee is authorized by Ohio Revised Code Chapter 3501 to hold general, special and primary elections and to enter into cooperation or contractual arrangements to accomplish such duties;

WHEREAS, the Lessee has determined it to be in the public interest to enter into a lease with Lessor for the purpose of securing polling facilities in order to accomplish such general, special and primary elections;

NOW THEREFORE, in consideration of the mutual premises, covenants and agreements hereinafter set forth, the parties to the Lease with intent to be **legally bound**, agree as follows:

1. Rented Premises: COLERAIN TOWNSHIP SENIOR CENTER
4300 SPRINGDALE RD SIDE ENTRANCE - HALL A
CINCINNATI OH 45251

Precinct(s):
COLERAIN S

2. The dates and times of the rental shall be as follows for 2023 & 2024 election years:

- a. PRIMARY ELECTION: (if any): **MONDAY, MAY 1, 2023 - 7:00 PM TO 9:00 PM**
- b. PRIMARY ELECTION: (if any): **TUESDAY, MAY 2, 2023 - 5:30 AM TO 10:00 PM**
- c. SPECIAL ELECTION(S): (if any): **MONDAY, AUGUST 7, 2023 - 7:00 PM TO 9:00 PM**
- d. SPECIAL ELECTION(S): (if any): **TUESDAY, AUGUST 8, 2023 - 5:30 AM TO 10:00 PM**
- e. GENERAL ELECTION: **MONDAY, NOVEMBER 6, 2023 - 7:00 PM TO 9:00 PM**
- f. GENERAL ELECTION: **TUESDAY, NOVEMBER 7, 2023 - 5:30 AM TO 10:00 PM**

- a. PRIMARY ELECTION: **MONDAY, MARCH 18, 2024 - 7:00 PM TO 9:00 PM**
- b. PRIMARY ELECTION: **TUESDAY, MARCH 19, 2024 - 5:30 AM TO 10:00 PM**
- c. SPECIAL ELECTION(S): (if any): **MONDAY, AUGUST 5, 2024 - 7:00 PM TO 9:00 PM**
- d. SPECIAL ELECTION(S): (if any): **TUESDAY, AUGUST 6, 2024 - 5:30 AM TO 10:00 PM**
- e. GENERAL ELECTION: **MONDAY, NOVEMBER 4, 2024 - 7:00 PM TO 9:00 PM**
- f. GENERAL ELECTION: **TUESDAY, NOVEMBER 5, 2024 - 5:30 AM TO 10:00 PM**

3. As the above building location is under control of a tax-supported authority under Ohio law, the necessary space is provided without charge for the purpose of holding elections.

4. Lessor agrees, per each election, to:

- Receive election equipment during the six (6) day period before the election and to store the equipment in a safe location up to seven (7) days after the election.
- Vacate the space for election purposes, as referred to in Item 1, for the date(s) and time(s) specified in Item 2.
- Maintain the designated space, barrier free pursuant to law, and not change it within 60 days prior to the election.
- Furnish the necessary heat (a minimum 72 degrees F in the months of March and November), adequate light (including parking lot lighting), **6-9 tables and 12-24 chairs** must be provided for use in the designated space. This is subject to change.
- Provide access to restrooms for election officials only.
- Store on the premises, any required American with Disabilities Act (ADA) supplies, such as doorbells, doorknobs, post & sign base and/or matted ramps.
- Notify the Board of Elections if ownership changes, during the term of the contract.

5. The government of Hamilton County, Ohio is a self insured public entity as authorized by the ORC 2744.08. The County does not carry General Liability insurance, but funds its liabilities out of public funds.

6. Please update your **Contact Information** to include the following required Contact Names, Phones, and **Emails**:

(1) Owner Contact Name, Phone, and Email:

TAWANNA MOLTER & G. MILZ 513-923-5000 GMILZ@COLERAIN.ORG

(2) Primary Polling Location Contact Name, Phone, and Email:

TAWANNA MOLTER 513-245-5846 TMOLTER@COLERAIN.ORG

(3) Secondary Polling Location Contact Name, Phone, and Email:

JEFF WECKBACH 513-923-5016

(4) Election Day Emergency Contact Name, Phone, and Email if any:

TAWANNA MOLTER 266-5762 / ~~JACKIE O'CONNELL 256-8003~~

(5) Additional Contact Name(s), Phone(s), Email(s): Tiphonie May, 513-923-5000

TMAYS@COLERAIN.ORG

In witness whereof, said parties have hereunto subscribed their names this 4 day January 2023
(Date) (Month) (Yr)

Lessor:(lessor's name, signature, address, phone, and email.)

Lessee:

Hamilton County Board of Elections

Jeff Weckbach

(Lessor's Printed Name)

By:

[Signature]
(Signature of Lessor or Agent)

By:

Sherry Poland

Sherry Poland, Director

Address: 4200 Springdale Rd.

Cincinnati, OH 45251

Gwen McFarlin

GWEN MCFARLIN, Chair

Phone: 513-923-5016

Alex M. Priestapilon

Email: JWECKBACH@COLERAIN.ORG

Joseph L. Mallory

Charles H. Grehan III

BOE Copy

CONSENT ITEMS

Department: Administration
Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services
Strategic Goal #4: Continuously Improve the Operations of the Township

Services Agreement- Zix- Visio Online Plan 2- \$555- One Year
Recommend approval of all consent items.

Rationale:
This services agreement will allow our fire inspectors to edit Visio files created in prior versions of the software.



Document No.: Q-96456-20221212-1707

Version #: Q-96456 - 1

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

Bill to:

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

Ship to:

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

Billing Contact Information

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

Technical Contact Information

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

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

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

Date: December 6, 2022
Expires On: January 5, 2023
Payment Terms: Net 30
Email Domains: colerain.org

Acct Exec.: Michael Salvatore
Order Type: Order Replacement

Product	Qty / No. of Users	Term (mos.)	Price	Total Discount %	Sales Price	Extended Price
Visio Online Plan 2	5	12	\$180.00	5%	\$171.00	\$855.00
NCE						
Total:						\$855.00

Total: \$855.00

Do not pay, this is not an invoice

1 Payment Schedule:

First Year Total	\$855.00
Grand Total	\$855.00

2 Special Terms:

This Services Agreement replaces the current services with updated licensing. A credit in the amount of \$300 will be applied toward this Services Agreement for unused services on previous services. All subscription fees of \$555 (\$855 – \$300) will be invoiced upon execution of this Services Agreement as described in Item 3, "Invoicing and Payment." For clarity, the new service agreement period will be 12/14/2022 -12/13/2023.

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.

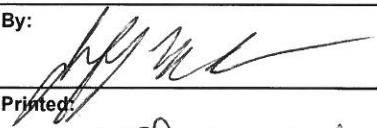
Carbonite services: If you subscribe for any Carbonite services comprised in the Services, including (without limitation) Carbonite Endpoint ("Carbonite Services") then you are subject to the terms set out here <https://www.carbonite.com/terms-of-use/carbonite-general-enterprise-terms-of-service>, as 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: Jeff Weckbach
Title:	Title: Administrator
Date:	Date: 12/14/22

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - \$2,065.87
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$2,065.87 donation from Cincinnati Moose Lodge #2.

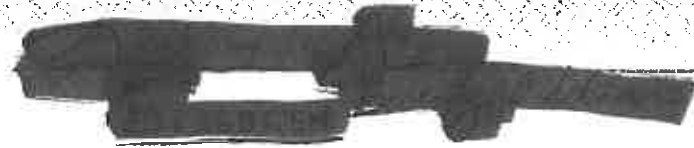
DATE 12-21-22

PAY TO THE ORDER OF Coleman Twp Fire Dept \$ 2065⁹⁷/₁₀₀
Two Thousand Sixty Five + ⁹⁷/₁₀₀ DOLLARS

Security features included
Details on back

North Side Bank
AND TRUST COMPANY
www.northsidebankandtrust.com

MEMO Donation



MP

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - Dineshkumar P. Prajapati - \$500.00
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$500.00 donation from Dineshkumar P. Prajapati.

DINESHKUMAR P PRAJAPATI

06-21

107

12. 8. 22

Date

CHECK NUMBER
FRAUD PROTECTION

Pay to the
Order of

Colerain Fire Dept

\$ 500. 00

Five Hundred and 00/100

00

Dollars



Picture
Safe
Deposits®
Delete on load

FIRST

first financial bank

For Colerain Fire Dept

D. P. Prajapati

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance – Police Department – Cincinnati Moose Lodge #2 - \$2,065.87
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for a \$2,065.87 donation from Cincinnati Moose Lodge #2.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Police Department - Hair Max Beauty Supply Northgate - \$50.00
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for a \$50.00 donation from Hair Max Beauty Supply Northgate.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Recruit - Department of Fire and EMS - \$14.50 per hour.
Recommend approval of all consent items.

Rationale:
The position of Recruit was posted, applications were received, and interviews conducted. A conditional offer of employment was extended to the following individuals:

- 1. Kylie Herndon
- 2. Jacob Jones

The wage for this job is \$14.50 per hour for 29 hours per week. Contingent upon Board approval, they would be eligible to begin work on February 7, 2023.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position -
☐ Reconfiguration of position - Date of Trustee
☒ Replacement existing vacancy Date of Trustee Approval 01/10/2023

Job Code: 130- PT Firefighter Position Number: 2416- 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: Jacob Jones

Hourly rate: \$14.50 Employee Supervisor: Chris Hopkins

Min/Max hours/week: 29

Proposed start date: February 7, 2023 Eligibility Date: February 7, 2023

Tentative schedule of hours:

Does this position supervise staff? ☐ Yes ☒ No

Comments: Recruit

Department Head Name: Allen Walls

Signature: Allen Walls

Date: 12/05/2022

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: February 7, 2023

Administrator Signature: _____

Date: 1/5/23

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: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2022

Number of applications: 96

Number of candidates interviewed: 35



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position -
☐ Reconfiguration of position - Date of Trustee
☒ Replacement existing vacancy Date of Trustee Approval 01/10/2023

Job Code: 130- PT Firefighter Position Number: 2404- 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: Kylie Herndon

Hourly rate: \$14.50 Employee Supervisor: Chris Hopkins

Min/Max hours/week: 29

Proposed start date: February 7, 2023 Eligibility Date: February 7, 2023

Tentative schedule of hours:

Does this position supervise staff? ☐ Yes ☒ No

Comments: Recruit

Department Head Name: Allen Walls

Signature: Allen Walls

Date: 12/5/2022

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: February 7, 2023

Administrator Signature:

Date:

1/5/23

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

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Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2022

Number of applications: 96

Number of candidates interviewed: 35

CONSENT ITEMS

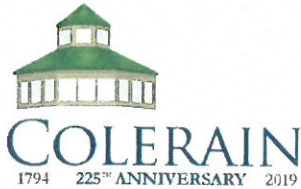
Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Officer - Police Department - Brandon Wilson - \$37.50/hour
Recommend approval of all consent items.

Rationale:
The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Brandon Wilson.

The wage for this job is \$37.50 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on January 11, 2023.



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 1/10/2023

Job Code: 146 - Uniformed Police Officer Position Number: 4064 - Uniformed Police Officer

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: Brandon Wilson

Hourly rate: \$37.50 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

Proposed start date: 1/10/2023 Eligibility Date: 1/10/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

Signature: Lt. D. D.

Date: 1/5/2023

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: 1/10/2023

Administrator Signature: [Signature]

Date: 1/5/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Sergeant Jamie Penley, Heather Mason, Ashley Johnson, William Hane, Kelley Hopewell

Interview dates: 12/15/2022

Number of applications: 175+

Number of candidates interviewed: 125+

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Cadet - Police Department - Caleb Grote - \$15.00

Recommend approval of all consent items.

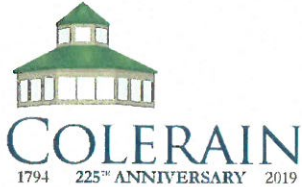
Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Caleb Grote

Caleb comes to the Police Department as a new hire who is currently attending Scarlet Oaks Police Academy. Caleb will start with the Police Department as a Police Cadet. He will hold this role of Police Cadet until completion of the required OPOTA courses and the final state test.

The wage for this job is \$15.00 per hour for 30 hours per week. Contingent upon Board approval, he would be eligible to begin work on January 11, 2023.

Upon passing the state of Ohio OPOTA test, Caleb will assume the role of a Police Officer. The wage for this job is \$33.65 per hour for 40 hours per week.



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 1/10/2023

Job Code: 146 – Police Cadet Position Number: 4049 – Police Cadet

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: Caleb Grote

Hourly rate: \$15.00 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

Proposed start date: 1/10/2023 Eligibility Date: 1/10/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Edwin Cordie

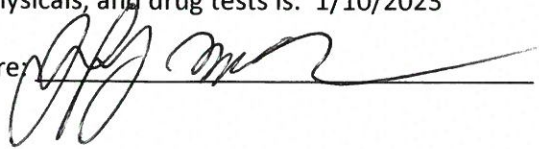
Signature: 

Date: 1/5/2023

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: 1/10/2023

Administrator Signature: 

Date: 1/5/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Sergeant Jamie Penley, Heather Mason, Ashley Johnson, William Hane, Kelley Hopewell

Interview dates: 11/15/2022

Number of applications: 175+

Number of candidates interviewed: 125+