COLERAIN
TOWNSHIP ~ OHIO

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Regular Meeting of the Board of Trustees - March 26, 2024

1. **Opening of Meeting**
2. **Executive Session** 6PM
3. **Pledge of Allegiance** 7PM
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
    a. Presentation by Chief Walls Introducing and Swearing-in a Newly Promoted Employee
    b. Presentation on Speed Study on Sovereign Road
    c. Presentation and Discussion: Police Long Term Funding and Alternatives
7. **Public Hearings**
    a. Community Development Block Grant Public Hearing
8. **Citizens Address**
9. **Administrative Reports**
10. **Trustees' Report**
11. **New Business**

Public Safety

a. Motion to Authorize the Township Administrator to Execute an Agreement with Stryker for Lucas Device ProCare Service, Maintenance, and Repair for $10,584.00
b. Motion to Authorize the Township Administrator to Execute an Agreement with Stryker for Cardiac Monitor and AED ProCare Service, Maintenance, and Repair for $35,648.00
c. Motion Authorizing Township Administrator to Utilize $33,845.22 of Owner's Construction Contingency and to Execute Change Order
d. Motion to Issue Noise Resolution Permit to Club Trio Lounge
e. Motion to Issue Noise Resolution Permit to Quaker Steak and Lube
f. Motion to Issue Noise Resolution Permit to Quaker Steak and Lube
g. Resolution Declaring Nuisance and Ordering Abatement
h. Resolution Declaring a Junk Motor Vehicle - 2746 Houston Rd. - 1 of 7
i. Resolution Declaring a Junk Motor Vehicle - 3561 Kemper Rd - 2 of 7

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

j. Resolution Declaring a Junk Motor Vehicle - 8264 Georgianna Dr - 3 of 7
k. Resolution Declaring a Junk Motor Vehicle - 8884 Pippin Rd. - 4 of 7
l. Resolution Declaring a Junk Motor Vehicle - 8944 Pippin Rd. - 5 of 7
m. Resolution Declaring a Junk Motor Vehicle - 9391 Jericho Dr. - 6 of 7
n. Resolution Declaring a Junk Motor Vehicle - 2539 Adams - 7 of 7

Public Services

a. Motion Authorizing Township Administrator to Execute a Contract with J.K. Meurer Corp. for the Construction of the Blanchetta Outdoor Basketball Courts
b. Motion Authorizing Township Administrator to Execute a Contract with Adleta Construction for the 2024 Road Program for $2,080,060.61
c. Motion Directing Township Administrator to Sign the 2025 Storm Water District Level of Service and Estimated Service Fee Form

Development

a. Motion to Set Public Hearing on April 9, 2024 at 7PM for Text Amendment for Group Homes

Administration

a. Resolution Authorizing the Adoption of Permanent Appropriations
b. Resolution Requesting the Auditor's Approval to Create Tax Increment Financing Funds - Pottinger, Zillig, Dunlap Grove
c. Discussion and Potential Action - Capital Reserve Allocation
d. Motion to Approve a Product Support Agreement with Secure Cyber Defense
e. Motion Authorizing Township Administrator to Execute Agreement with Kleingers for $28,000 for Utility Plans for Demolition of Sears
f. Motion Authorizing Township Administrator to Execute Agreement with Dinsmore for Additional Sears Legal Analysis
g. Motion to Release Deposit of $15,000 for 9929 Capstan Demolition to Mark and Pam Mendenhall
h. Discussion and Potential Action - 2864 Houston
i. Resolution to Participate in OH-250 Communities to Celebrate the 250th Anniversary of America
j. Motion Authorizing Township Administrator to Execute Agreement with Communications Counsel, Inc.
k. Motion to Authorize the Township Administrator to Execute Master Services Agreements with several firms for the Provision of Professional Services related to Architecture, Engineering, Surveying, Planning, Landscape Architecture, Urban Design and Related Services.

COLERAIN
TOWNSHIP ~ OHIO

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

12. Old Business

13. Consent Items

a. Contract - Dinsmore - Sears Operating Agreement Legal Work - up to $10,000

b. Contract - Springbuk - Healthcare Reporting - No Cost

c. Contract - NWLSD - Minor Modification to Existing Agreement for School Resource Officers

d. Contract - Hamilton County EMA - Rave Alert System - $4,000

e. Contract - Zix - Microsoft Office Licenses - $52.44

f. Settlement Agreement - Colerain Township vs. Gary Byrd

g. Promotion - Mechanic 2 - Department of Fire and EMS - Corbin Ralston - $26.44

h. New Hire - Seasonal Maintenance Worker - Public Services - $15:

- Cameron Schmale
- Cody Brown
- Mikayla Baldwin
- Justin Matevia

i. New Hire - PT Facility Maintenance Worker - Timothy Keyes - Public Services - $17/hour

j. New Hire - Summer Camp Director - Greg Insco - Public Services - $17/hour

k. New Hire - Assistant Summer Camp Director - Brady Bowden - Public Services - $15/hour

l. New Hire - Summer Camp Counselor - Public Services - $12.50/hour
Elaina Ward
Olivia Howland

m. Donation Acceptance - Police Department - $2,000.34

n. Donation Acceptance - $2,000.34 - Fire & EMS - Cincinnati Moose Lodge #2.

14. Fiscal Office Report

15. Executive Session – if needed

16. Adjournment

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Presentation by Chief Walls Introducing and Swearing-in a Newly Promoted Employee
No action is requested of the Board.

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

- Cody Wright

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Presentation on Speed Study on Sovereign Road

Staff seeks direction on this issue.

Rationale:

Administrator Weckbach and Police Chief Cordie will provide an update on the speed study conducted in the Sovereign neighborhood.

Sovereign Speed Study

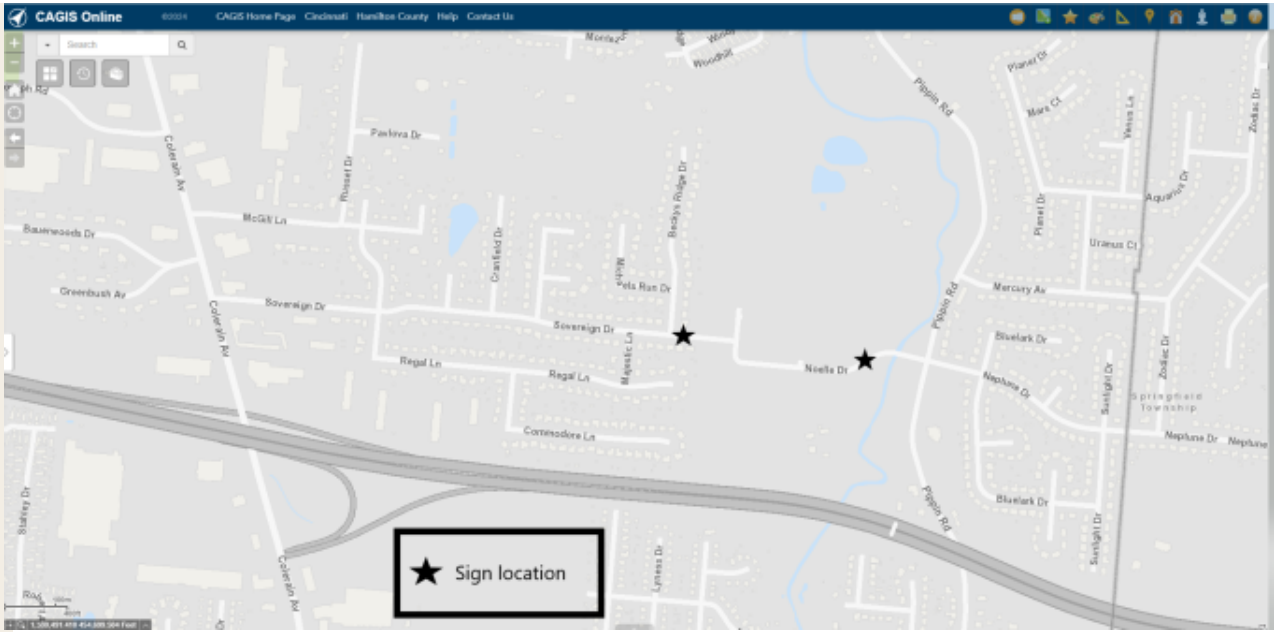
Board of Trustees Meeting

COLERAIN
TOWNSHIP ~ OHIO

March 26, 2024

Key Dates/Information

- 12/07/2023: Study Started
- 01/08/2024: Road Opened from Colerain to Pippin and 4-way stop installed at Regal
- Two signs installed
  - 8528 Noelle
  - 2811 Sovereign



Speed Data

SOVEREIGN SPEED STUDY			
West Bound Traffic	December*	January	February
% Violators per Day	0.10%	0%	0.10%
Average Number of Vehicles	141.8	439.7	318.7
Max Speed	38	38	42
Average Speed	18.7	12.2	17.5
East Bound Traffic	December*	January	February
Total # of Violators	9%	9.20%	8.50%
Average Number of Vehicles	812	1382.1	827.8
Max Speed	70	69	67
Average Speed	20.6	20.6	20.6
*December data indicates traffic patterns before Sovereign was connected all the way from Pippin to Colerain			

Policy Review

- Policy dictates five criteria to consider traffic calming:
  - ✓ Classified as a street maintained by Colerain Township
  - ✓ Posted speed of 25 mph or less
  - ✓ Average daily traffic between 500 and 2,500
  - ✓ Vertical profile grade of less than 10%
  - ❑ 85% of traffic is in violation

Policy Options/Considerations

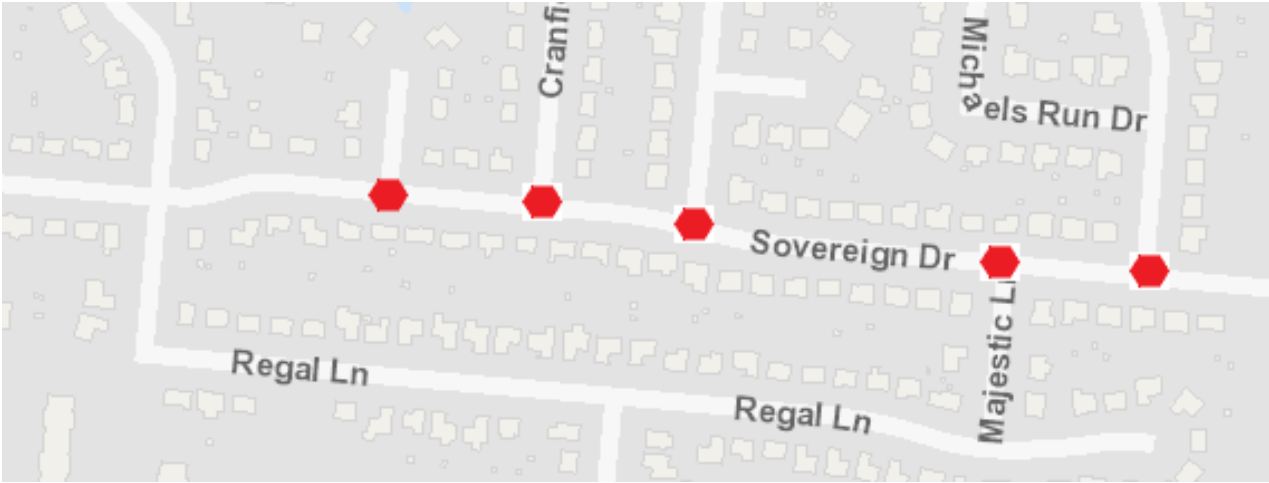
- $0: Do Nothing
- $0: Continue to petition Hamilton County
- $500: Stop sign all intersections
- $500: Permit parking on both sides of street
- $7,500: Install a permanent speed sign
- $10,000: Paint lanes to narrow road
- $30,000: Install speed cushions
- $100,000: Install round-a-bout at Sarah's Bend
- $100,000: Install raised crosswalks

Policy Options, In Depth

Stop Sign Installations

Would not follow the Manual for Uniform Traffic Control Devices, per federal regulations.

10 new signs, installed at the locations in red.



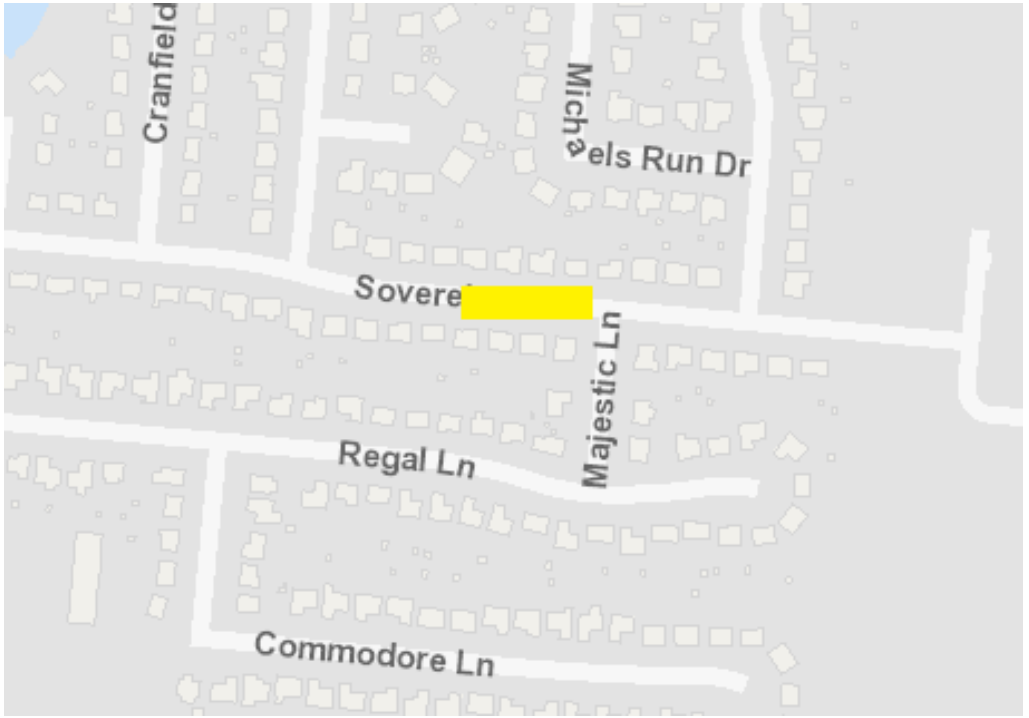
Parking on Both Sides

Must exclude areas within

100 feet of a fire hydrant.

Only one location eligible:

2948 to 2896 Sovereign



Permanent Speed Signs

Permanent speed signs have been shown to have an impact on traffic throughout neighborhoods. Installing these in key areas could help to reduce overall speeding.

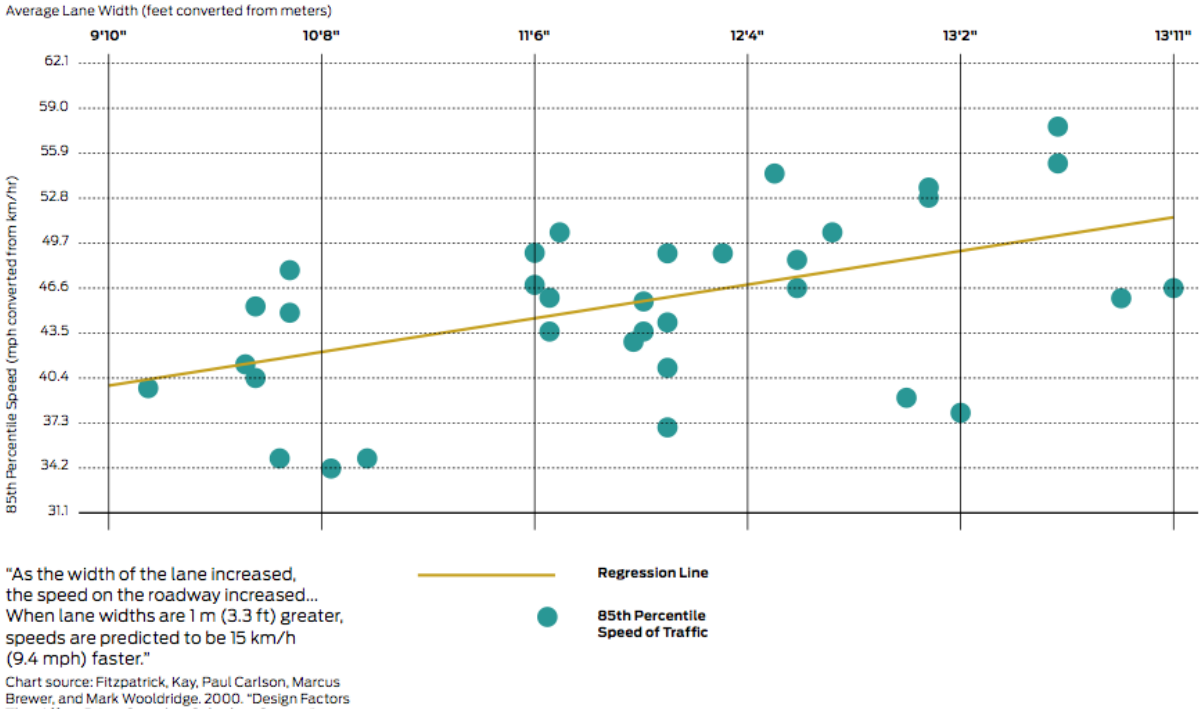
Lane Markings

Studies show that drivers increase their speed as lane width increases. Generally, this road is 22 feet across. If there is not another car coming in the opposite direction, a driver may feel as though they have up to 22 feet of roadway.

Creating lanes on this road with thermoplastic may reduce the speed as it provides a frame for drive paths.

Reducing the roadway to around 8 feet in width each direction can substantively reduce speed.

- Road diet would be a 6 foot lined parking lane with two 8



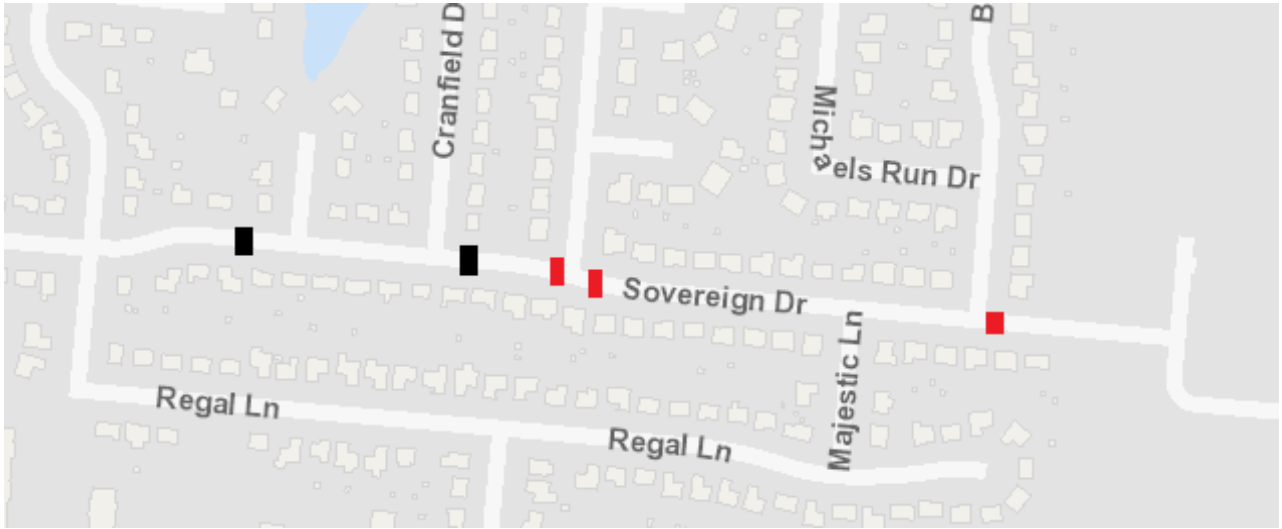
Speed Cushions - *(black is proposed; red are alternative locations)*

Few areas that have forty feet of distance between driveways. Many of these will result in owners having to back their cars onto the device to exit their driveway.

Effective when placed 500 feet apart. Three plus would be recommended if this option is pursued.

Staff seeks direction on final locations, understanding that field conditions may result in additional changes.

Areas of Sovereign are concrete which can add some additional challenges.



Round-a-bout at Sarah's Bend

Mini-roundabouts have been installed in various communities across the US.

Would require ROW acquisition.

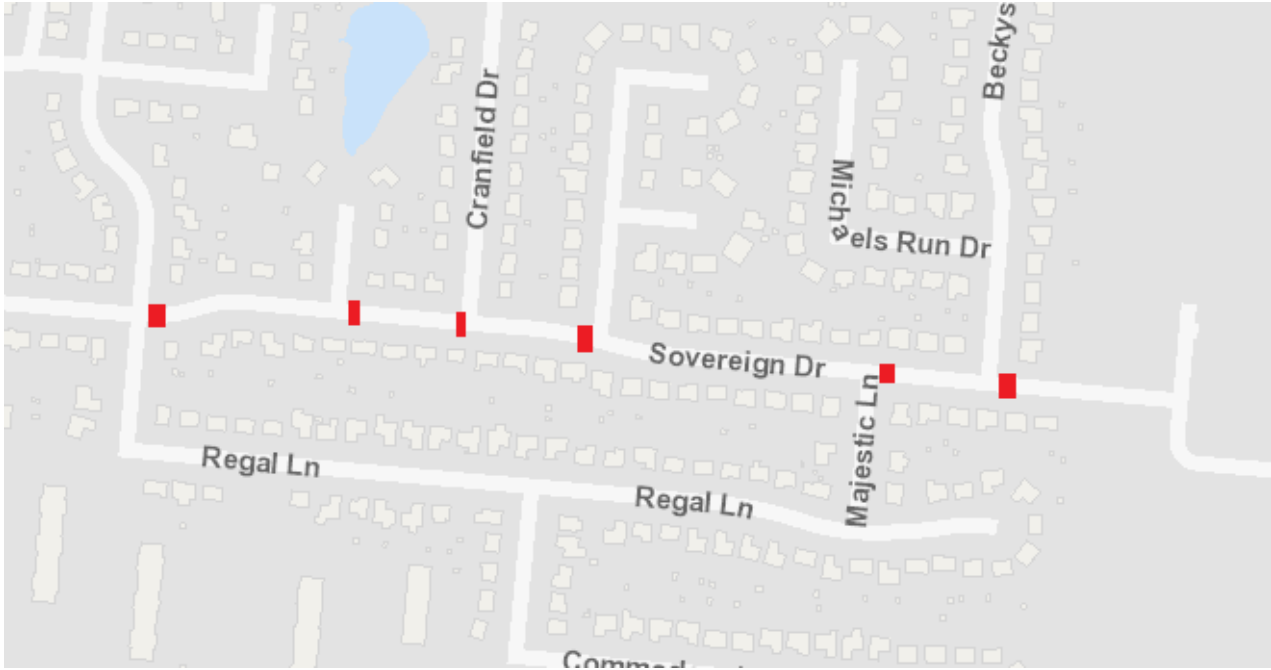
Done properly, they can add to the aesthetics of the neighborhood and reduce speed.

Raised Sidewalks

Proposed locations are in red and avoid driveways/stormdrains.

This would lower speed by installing the equivalent of a speed bump.

This would require significant changes to the sidewalks, as they are not up to current ADA standards.



Staff seeks directions from the Trustees on next steps

COLERAIN
TOWNSHIP - OHIO

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

8528 Noelle WB, WB

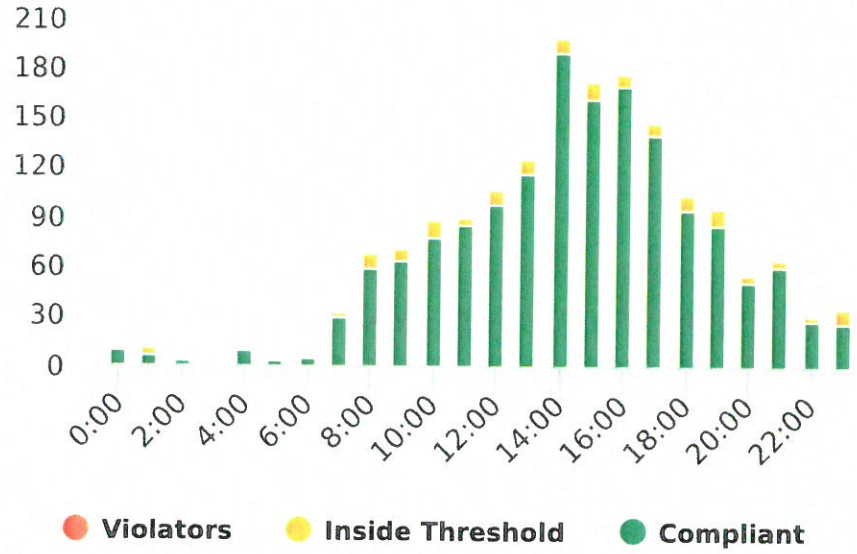
Start: 2023-12-16
End: 2023-12-31
Times: 0:00:00-23:59:59

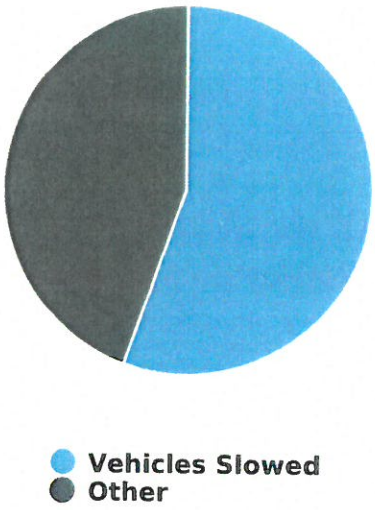
Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Overall Summary

Total Days of Data: 14
Speed Limit: 25
Average Speed: 17.68
50th Percentile Speed: 17.5
85th Percentile Speed: 21.3
Pace Speed Range: 13-23

Minimum Speed: 5
Maximum Speed: 38
Display Mode: Covert
Average Volume per Day: 122.8
Total Volume: 1719





Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

8528 Noelle WB, WB

Start: 2023-12-16
End: 2023-12-31
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	10	0	0.0%	0.9	0.0	8	26	19.3	19.3	20.8	70.0%
1:00	Speed Display	25	11	0	0.0%	1.0	0.0	9	32	20.6	21.6	22.9	45.5%
2:00	Speed Display	25	4	0	0.0%	0.4	0.0	14	29	20.8	20.8	20.8	50.0%
3:00	Speed Display	25	2	0	0.0%	0.2	0.0	24	28	26.0	24.0	28.0	0.0%
4:00	Speed Display	25	9	0	0.0%	0.9	0.0	6	19	12.2	11.6	13.3	66.7%
5:00	Speed Display	25	6	1	16.7%	0.6	0.1	19	38	26.3	19.0	32.0	50.0%
6:00	Speed Display	25	6	0	0.0%	0.6	0.0	8	27	17.3	17.8	18.8	83.5%
7:00	Speed Display	25	33	0	0.0%	3.3	0.0	6	28	19.2	18.3	23.2	54.5%
8:00	Speed Display	25	69	0	0.0%	6.3	0.0	5	29	18.8	19.2	23.5	63.9%
9:00	Speed Display	25	71	0	0.0%	6.5	0.0	5	34	16.5	16.7	20.6	53.6%
10:00	Speed Display	25	88	0	0.0%	8.0	0.0	5	30	16.9	16.8	21.4	60.1%
11:00	Speed Display	25	91	0	0.0%	8.3	0.0	5	28	16.1	16.4	20.8	55.2%
12:00	Speed Display	25	107	0	0.0%	9.7	0.0	5	32	17.4	16.7	20.9	49.5%
13:00	Speed Display	25	126	0	0.0%	10.5	0.0	6	31	17.5	17.1	21.6	57.2%
14:00	Speed Display	25	199	0	0.0%	15.3	0.0	5	31	16.5	16.4	20.9	53.2%
15:00	Speed Display	25	172	0	0.0%	13.2	0.0	5	35	17.0	16.6	20.5	55.3%
16:00	Speed Display	25	178	0	0.0%	13.7	0.0	5	31	17.1	17.1	20.7	61.8%
17:00	Speed Display	25	148	0	0.0%	11.4	0.0	5	31	17.9	17.9	21.2	59.0%
18:00	Speed Display	25	104	0	0.0%	8.0	0.0	5	28	18.5	18.6	21.4	54.9%
19:00	Speed Display	25	96	0	0.0%	7.4	0.0	5	33	20.1	19.8	23.1	49.9%
20:00	Speed Display	25	56	0	0.0%	4.7	0.0	5	32	18.1	17.7	20.5	55.4%
21:00	Speed Display	25	66	0	0.0%	5.5	0.0	5	34	17.9	17.4	20.0	48.6%
22:00	Speed Display	25	31	0	0.0%	2.6	0.0	12	29	20.9	20.9	22.8	45.2%
23:00	Speed Display	25	36	0	0.0%	3.0	0.0	6	35	20.7	20.4	24.6	47.3%
Total Volumes/ Avg			**1719**	**1**	**0.1%**	**141.8**	**0.1**	**5**	**38**	**18.7**	**18.3**	**21.8**	**53.8%**
Total/Avg w/o Feedback			**0**	**0**	**0**	**0.0**	**0.0**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**
Total/Avg w/ Feedback			**1719**	**1**	**0.1%**	**141.8**	**0.1**	**5**	**38**	**18.7**	**18.3**	**21.8**	**53.8%**

Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

8528 Noelle WB, WB

Start: 2024-01-01

End: 2024-01-31

Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 29

Speed Limit: 25

Average Speed: 12.14

50th Percentile Speed: 11.59

85th Percentile Speed: 15.05

Pace Speed Range: 9-19

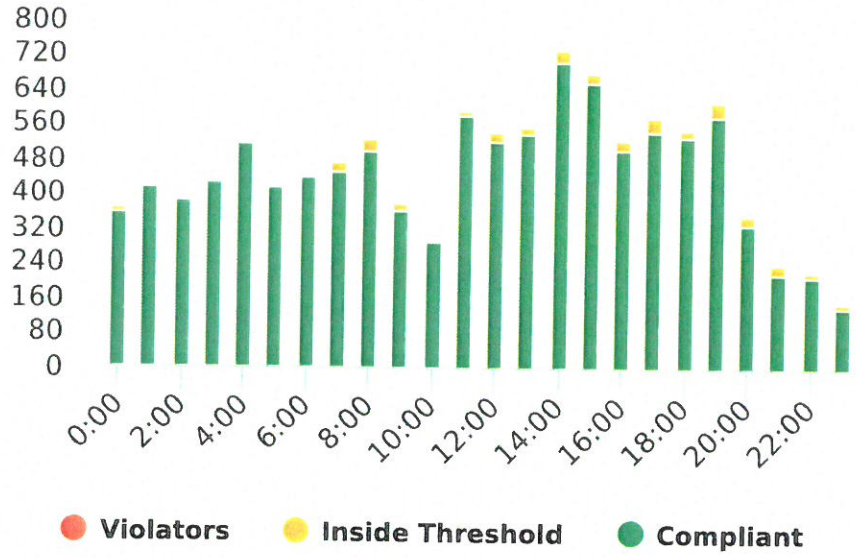
Minimum Speed: 5

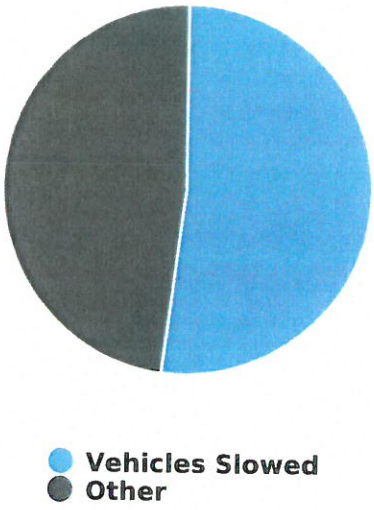
Maximum Speed: 38

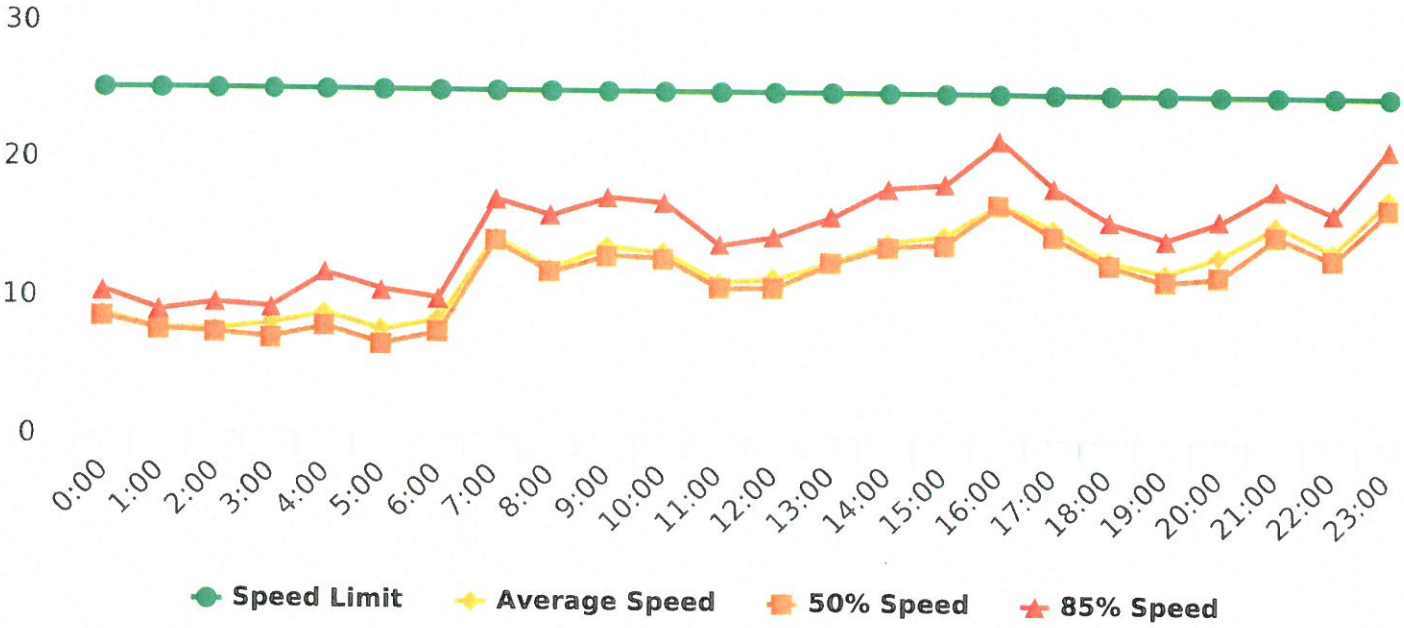
Display Mode: Speed Display

Average Volume per Day: 379.8

Total Volume: 11015







Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

8528 Noelle WB, WB

Start: 2024-01-01
End: 2024-01-31
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	365	0	0.0%	15.2	0.0	5	34	8.6	8.4	10.3	34.2%
1:00	Speed Display	25	415	0	0.0%	17.3	0.0	5	26	7.5	7.5	8.9	46.0%
2:00	Speed Display	25	393	0	0.0%	16.4	0.0	5	31	7.5	7.3	9.4	47.6%
3:00	Speed Display	25	428	0	0.0%	17.8	0.0	5	32	8.0	7.0	9.2	48.4%
4:00	Speed Display	25	517	0	0.0%	21.5	0.0	5	27	8.7	7.8	11.7	50.5%
5:00	Speed Display	25	412	0	0.0%	17.2	0.0	5	25	7.6	6.6	10.5	54.8%
6:00	Speed Display	25	440	0	0.0%	18.3	0.0	5	26	8.3	7.4	9.9	58.0%
7:00	Speed Display	25	476	0	0.0%	19.0	0.0	5	35	14.4	14.1	17.2	55.6%
8:00	Speed Display	25	525	0	0.0%	21.0	0.0	5	33	12.1	11.8	16.0	49.6%
9:00	Speed Display	25	381	0	0.0%	15.9	0.0	5	34	13.8	13.1	17.3	51.7%
10:00	Speed Display	25	297	0	0.0%	12.4	0.0	5	33	13.3	12.9	17.0	50.9%
11:00	Speed Display	25	591	0	0.0%	24.6	0.0	5	34	11.2	10.8	13.9	50.7%
12:00	Speed Display	25	548	0	0.0%	23.8	0.0	5	33	11.5	10.8	14.5	49.0%
13:00	Speed Display	25	559	0	0.0%	20.7	0.0	5	30	12.7	12.6	16.0	47.2%
14:00	Speed Display	25	733	0	0.0%	27.1	0.0	5	34	14.2	13.9	18.1	54.6%
15:00	Speed Display	25	682	0	0.0%	24.4	0.0	5	32	14.7	14.0	18.4	54.7%
16:00	Speed Display	25	525	0	0.0%	19.4	0.0	5	31	17.0	16.9	21.6	57.4%
17:00	Speed Display	25	578	0	0.0%	21.4	0.0	5	31	15.3	14.7	18.2	54.9%
18:00	Speed Display	25	554	0	0.0%	21.3	0.0	5	33	13.0	12.6	15.8	52.3%
19:00	Speed Display	25	617	1	0.2%	23.7	0.0	5	36	12.1	11.5	14.6	56.1%
20:00	Speed Display	25	354	0	0.0%	14.8	0.0	5	32	13.4	11.9	15.9	56.7%
21:00	Speed Display	25	243	1	0.4%	10.1	0.0	5	38	15.7	14.9	18.3	52.4%
22:00	Speed Display	25	226	0	0.0%	9.4	0.0	5	34	13.8	13.1	16.6	52.9%
23:00	Speed Display	25	156	0	0.0%	6.8	0.0	5	33	17.7	16.9	21.3	59.1%
Total Volumes/ Avg			**11015**	**2**	**0.0%**	**439.7**	**0.0**	**5**	**38**	**12.2**	**11.6**	**15.0**	**51.9%**
Total/Avg w/o Feedback			**0**	**0**	**0**	**0.0**	**0.0**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**
Total/Avg w/ Feedback			**11015**	**2**	**0.0%**	**439.7**	**0.0**	**5**	**38**	**12.2**	**11.6**	**15.0**	**51.9%**

Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

8528 Noelle WB, WB

Start: 2024-02-01

End: 2024-02-22

Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 16

Speed Limit: 25

Average Speed: 17.31

50th Percentile Speed: 17.32

85th Percentile Speed: 21.83

Pace Speed Range: 13-23

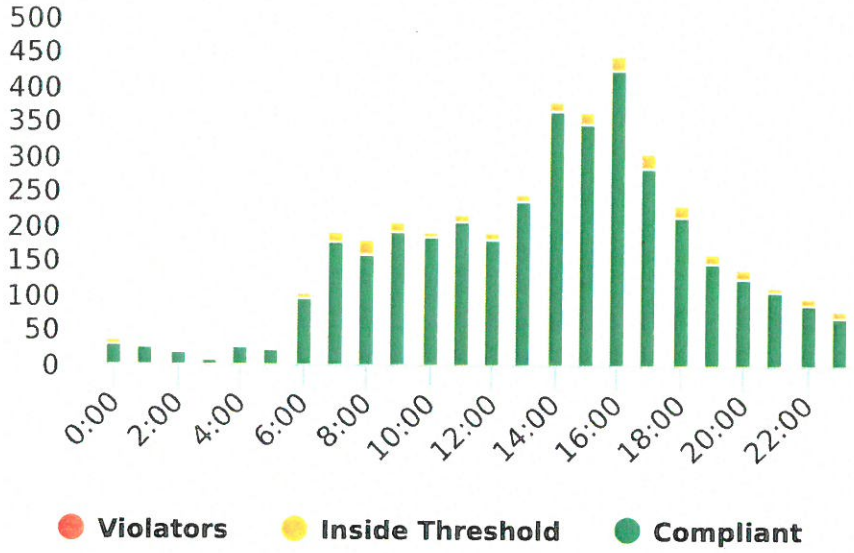
Minimum Speed: 5

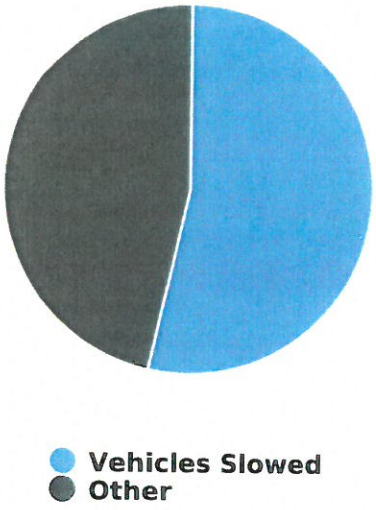
Maximum Speed: 42

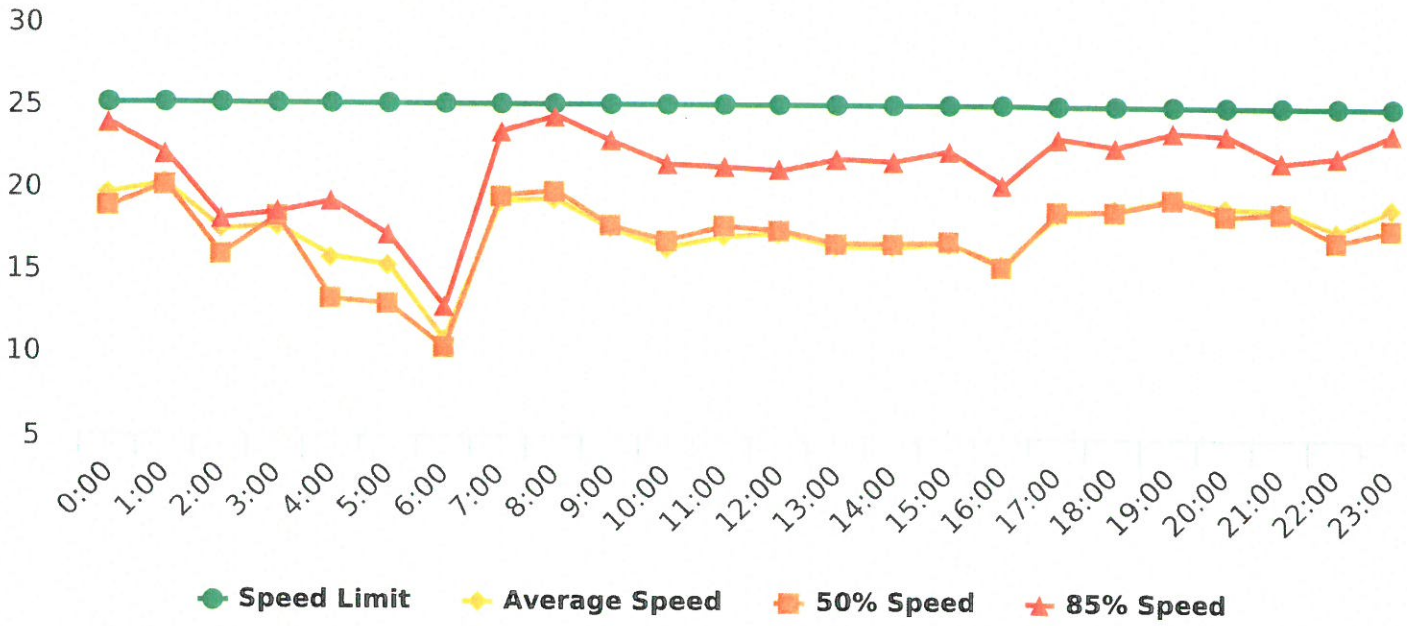
Display Mode: Speed Display

Average Volume per Day: 251.5

Total Volume: 4024







Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

8528 Noelle WB, WB

Start: 2024-02-01
End: 2024-02-22
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	39	2	5.1%	3.3	0.2	5	41	19.6	18.8	23.8	38.5%
1:00	Speed Display	25	30	0	0.0%	2.3	0.0	5	30	20.2	20.1	22.0	63.3%
2:00	Speed Display	25	21	0	0.0%	1.6	0.0	6	33	17.4	15.9	18.0	52.2%
3:00	Speed Display	25	11	0	0.0%	0.8	0.0	5	31	17.6	18.2	18.5	63.5%
4:00	Speed Display	25	26	0	0.0%	2.0	0.0	5	27	15.8	13.2	19.1	53.8%
5:00	Speed Display	25	23	0	0.0%	1.8	0.0	5	32	15.3	12.9	17.0	60.9%
6:00	Speed Display	25	102	0	0.0%	7.8	0.0	5	28	10.7	10.3	12.7	50.8%
7:00	Speed Display	25	194	0	0.0%	14.9	0.0	5	33	19.2	19.5	23.4	66.1%
8:00	Speed Display	25	183	0	0.0%	14.1	0.0	5	32	19.3	19.8	24.3	51.7%
9:00	Speed Display	25	210	1	0.5%	17.5	0.1	5	42	17.5	17.7	22.8	46.3%
10:00	Speed Display	25	194	0	0.0%	16.2	0.0	5	30	16.4	16.8	21.4	55.3%
11:00	Speed Display	25	219	0	0.0%	18.3	0.0	5	32	17.1	17.7	21.3	55.7%
12:00	Speed Display	25	192	0	0.0%	16.0	0.0	5	29	17.3	17.5	21.1	48.9%
13:00	Speed Display	25	249	0	0.0%	19.2	0.0	5	30	16.5	16.7	21.8	50.2%
14:00	Speed Display	25	381	0	0.0%	29.3	0.0	5	33	16.4	16.7	21.6	55.1%
15:00	Speed Display	25	365	0	0.0%	28.1	0.0	5	31	16.7	16.7	22.3	50.7%
16:00	Speed Display	25	448	0	0.0%	34.5	0.0	5	33	15.4	15.3	20.2	52.2%
17:00	Speed Display	25	306	0	0.0%	21.9	0.0	5	32	18.5	18.7	23.1	48.5%
18:00	Speed Display	25	233	0	0.0%	19.4	0.0	5	34	18.8	18.7	22.6	51.5%
19:00	Speed Display	25	164	0	0.0%	13.7	0.0	6	28	19.5	19.4	23.5	65.2%
20:00	Speed Display	25	139	0	0.0%	11.6	0.0	5	31	19.0	18.5	23.3	57.5%
21:00	Speed Display	25	115	0	0.0%	9.6	0.0	5	27	18.9	18.7	21.7	60.0%
22:00	Speed Display	25	100	1	1.0%	8.3	0.1	5	39	17.6	16.9	22.1	60.1%
23:00	Speed Display	25	80	0	0.0%	6.7	0.0	5	34	18.9	17.7	23.4	51.3%
Total Volumes/ Avg			**4024**	**4**	**0.1%**	**318.7**	**0.4**	**5**	**42**	**17.5**	**17.2**	**21.3**	**54.5%**
Total/Avg w/o Feedback			**0**	**0**	**0**	**0.0**	**0.0**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**
Total/Avg w/ Feedback			**4024**	**4**	**0.1%**	**318.7**	**0.4**	**5**	**42**	**17.5**	**17.2**	**21.3**	**54.5%**

Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

Noelle, EB

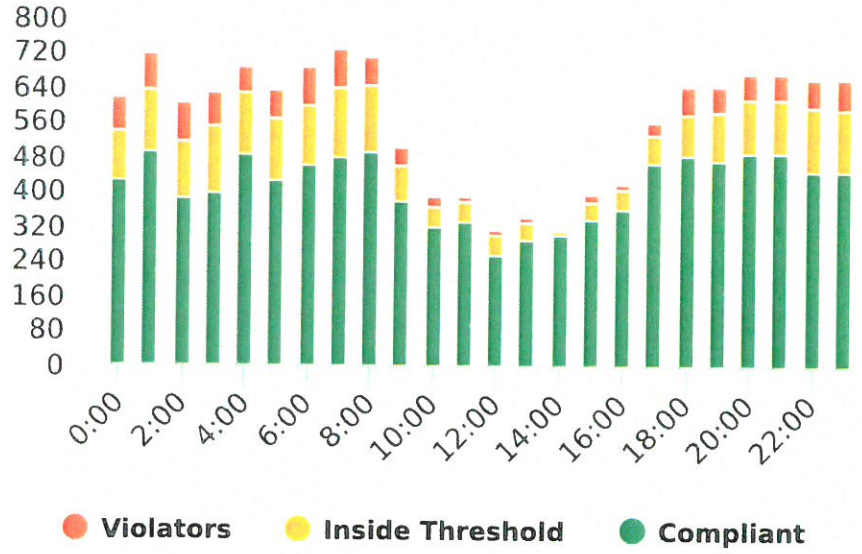
Start: 2023-12-07
End: 2023-12-31
Times: 0:00:00-23:59:59

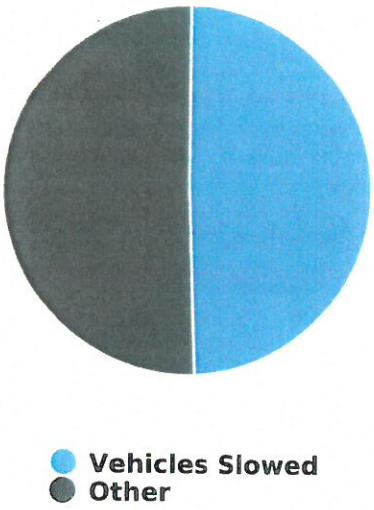
Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Overall Summary

Total Days of Data: 19
Speed Limit: 25
Average Speed: 20.97
50th Percentile Speed: 19.4
85th Percentile Speed: 29.86
Pace Speed Range: 13-23

Minimum Speed: 5
Maximum Speed: 70
Display Mode: Covert
Average Volume per Day: 716.9
Total Volume: 13621





Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

Noelle, EB

Start: 2023-12-07
End: 2023-12-31
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	617	76	12.3%	38.6	4.8	5	53	21.9	20.4	31.5	45.3%
1:00	Speed Display	25	718	82	11.4%	44.9	5.1	5	60	21.3	19.7	31.1	46.4%
2:00	Speed Display	25	602	85	14.1%	37.6	5.3	5	62	22.8	20.8	33.5	42.6%
3:00	Speed Display	25	627	76	12.1%	39.2	4.8	5	59	23.1	21.2	31.7	45.9%
4:00	Speed Display	25	689	62	9.0%	43.1	3.9	5	63	21.5	20.1	31.5	46.6%
5:00	Speed Display	25	635	66	10.4%	39.7	4.1	5	63	21.8	19.8	31.4	42.7%
6:00	Speed Display	25	686	87	12.7%	42.9	5.4	5	63	22.6	20.4	33.0	49.5%
7:00	Speed Display	25	730	91	12.5%	45.6	5.7	5	58	22.5	20.8	33.5	44.2%
8:00	Speed Display	25	714	68	9.5%	42.0	4.0	5	57	21.9	20.5	31.4	47.9%
9:00	Speed Display	25	501	37	7.4%	29.5	2.2	5	57	20.4	19.1	28.1	52.2%
10:00	Speed Display	25	390	20	5.1%	22.9	1.2	5	64	18.8	17.3	26.9	53.3%
11:00	Speed Display	25	393	15	3.8%	23.1	0.9	5	68	18.0	16.9	24.3	55.2%
12:00	Speed Display	25	313	9	2.9%	18.4	0.5	5	50	18.5	17.2	25.5	53.2%
13:00	Speed Display	25	342	9	2.6%	20.1	0.5	5	46	17.5	15.9	23.9	57.8%
14:00	Speed Display	25	319	4	1.3%	18.8	0.2	5	45	16.7	16.4	21.8	59.3%
15:00	Speed Display	25	395	13	3.3%	21.9	0.7	5	53	17.9	16.3	24.3	53.3%
16:00	Speed Display	25	418	12	2.9%	23.2	0.7	5	52	19.3	18.4	25.3	57.3%
17:00	Speed Display	25	562	29	5.2%	31.2	1.6	5	70	18.6	17.5	25.7	54.1%
18:00	Speed Display	25	644	63	9.8%	35.8	3.5	5	63	20.3	18.5	27.8	49.0%
19:00	Speed Display	25	648	63	9.7%	36.0	3.5	5	59	21.5	20.2	30.6	50.1%
20:00	Speed Display	25	674	60	8.9%	39.6	3.5	5	55	21.6	19.6	30.7	49.5%
21:00	Speed Display	25	676	61	9.0%	39.8	3.6	5	59	21.3	20.1	30.6	54.2%
22:00	Speed Display	25	664	67	10.1%	39.1	3.9	5	56	21.7	19.6	32.2	51.0%
23:00	Speed Display	25	664	71	10.7%	39.1	4.2	6	69	22.4	20.7	32.3	45.7%
Total Volumes/ Avg			**13621**	**1226**	**9.0%**	**812.0**	**73.8**	**5**	**70**	**20.6**	**19.1**	**29.1**	**50.3%**
Total/Avg w/o Feedback			**0**	**0**	**0**	**0.0**	**0.0**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**
Total/Avg w/ Feedback			**13621**	**1226**	**9.0%**	**812.0**	**73.8**	**5**	**70**	**20.6**	**19.1**	**29.1**	**50.3%**

Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

Noelle, EB

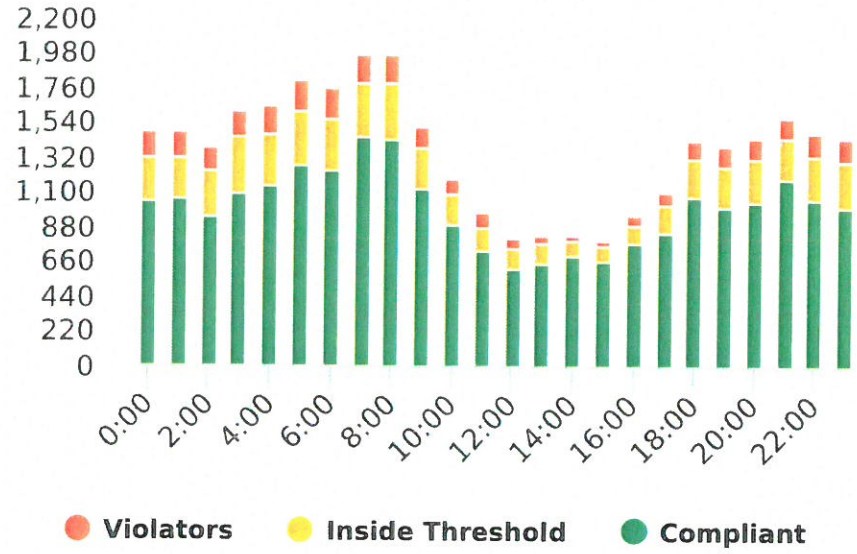
Start: 2024-01-01
End: 2024-01-31
Times: 0:00:00-23:59:59

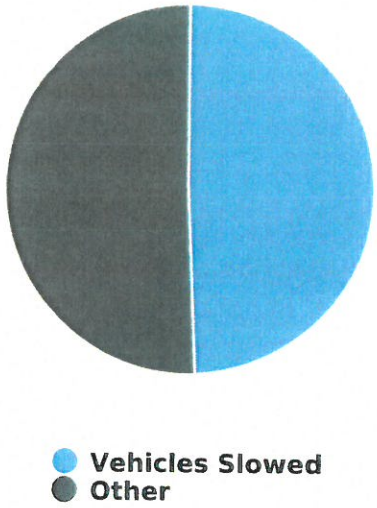
Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Overall Summary

Total Days of Data: 29
Speed Limit: 25
Average Speed: 20.76
50th Percentile Speed: 19.02
85th Percentile Speed: 30.41
Pace Speed Range: 12-22

Minimum Speed: 5
Maximum Speed: 69
Display Mode: Speed Display
Average Volume per Day: 1136.2
Total Volume: 32950





Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

Noelle, EB

Start: 2024-01-01
End: 2024-01-31
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	1478	150	10.1%	64.3	6.5	5	65	21.3	19.4	31.1	49.0%
1:00	Speed Display	25	1478	152	10.3%	64.3	6.6	5	62	21.4	19.3	32.1	45.2%
2:00	Speed Display	25	1389	158	11.4%	60.4	6.9	5	62	21.6	19.5	32.6	45.3%
3:00	Speed Display	25	1613	170	10.5%	70.1	7.4	5	64	21.7	20.3	32.0	45.4%
4:00	Speed Display	25	1647	178	10.8%	71.6	7.7	5	62	21.6	19.2	31.8	44.2%
5:00	Speed Display	25	1815	203	11.2%	78.9	8.8	5	60	21.1	19.0	32.3	45.3%
6:00	Speed Display	25	1753	184	10.5%	73.0	7.7	5	65	21.1	19.2	31.2	47.5%
7:00	Speed Display	25	1977	185	9.4%	82.4	7.7	5	61	20.7	18.9	30.7	48.9%
8:00	Speed Display	25	1975	175	8.9%	82.3	7.3	5	63	20.8	19.1	31.3	45.1%
9:00	Speed Display	25	1519	133	8.8%	63.3	5.5	5	62	20.2	18.2	29.9	48.9%
10:00	Speed Display	25	1189	95	8.0%	49.5	4.0	5	59	20.0	18.5	28.7	51.9%
11:00	Speed Display	25	981	95	9.7%	40.9	4.0	5	55	20.3	18.6	29.6	54.3%
12:00	Speed Display	25	812	64	7.9%	32.5	2.6	5	58	20.2	18.6	28.3	52.0%
13:00	Speed Display	25	825	50	6.1%	29.5	1.8	5	69	19.8	18.6	27.4	56.3%
14:00	Speed Display	25	829	32	3.9%	30.7	1.2	5	53	18.6	17.5	25.3	58.3%
15:00	Speed Display	25	805	41	5.1%	29.8	1.5	5	56	19.1	18.0	26.1	59.6%
16:00	Speed Display	25	954	60	6.3%	36.7	2.3	5	58	20.0	19.0	27.2	61.5%
17:00	Speed Display	25	1106	81	7.3%	44.2	3.2	5	53	20.3	18.9	29.3	52.5%
18:00	Speed Display	25	1429	109	7.6%	59.5	4.5	5	53	20.4	18.8	29.2	52.3%
19:00	Speed Display	25	1404	136	9.7%	58.5	5.7	5	60	21.2	19.3	31.4	52.6%
20:00	Speed Display	25	1458	137	9.4%	63.4	6.0	5	63	21.4	19.5	31.3	48.0%
21:00	Speed Display	25	1579	133	8.4%	68.7	5.8	5	58	19.6	17.9	28.6	48.8%
22:00	Speed Display	25	1485	145	9.8%	64.6	6.3	5	63	21.2	19.5	31.6	47.5%
23:00	Speed Display	25	1450	149	10.3%	63.0	6.5	5	57	21.5	19.5	31.5	46.8%
Total Volumes/ Avg			**32950**	**3015**	**9.2%**	**1382.1**	**127.5**	**5**	**69**	**20.6**	**18.9**	**30.0**	**50.3%**
Total/Avg w/o Feedback			**0**	**0**	**0**	**0.0**	**0.0**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**
Total/Avg w/ Feedback			**32950**	**3015**	**9.2%**	**1382.1**	**127.5**	**5**	**69**	**20.6**	**18.9**	**30.0**	**50.3%**

Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

Noelle, EB

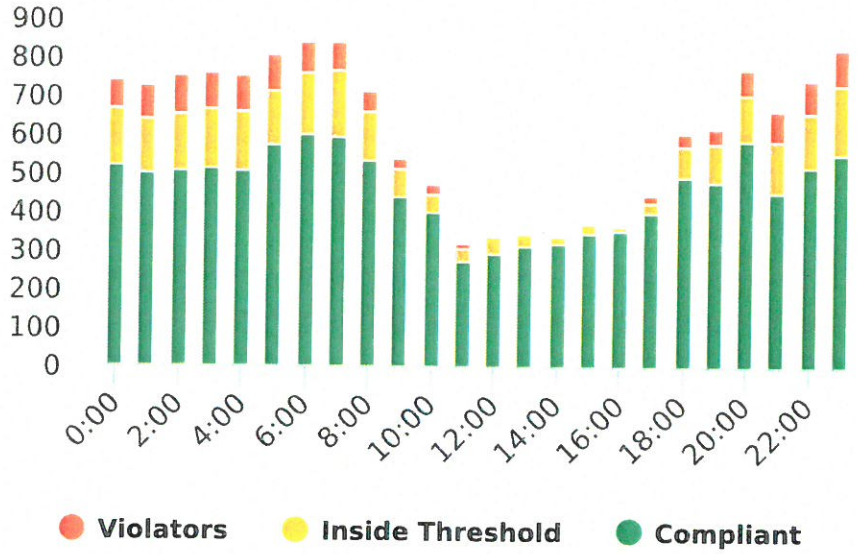
Start: 2024-02-01
End: 2024-02-22
Times: 0:00:00-23:59:59

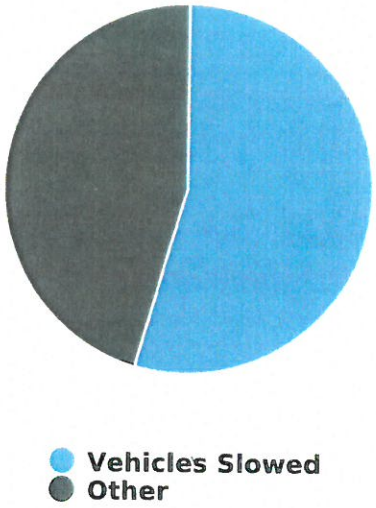
Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

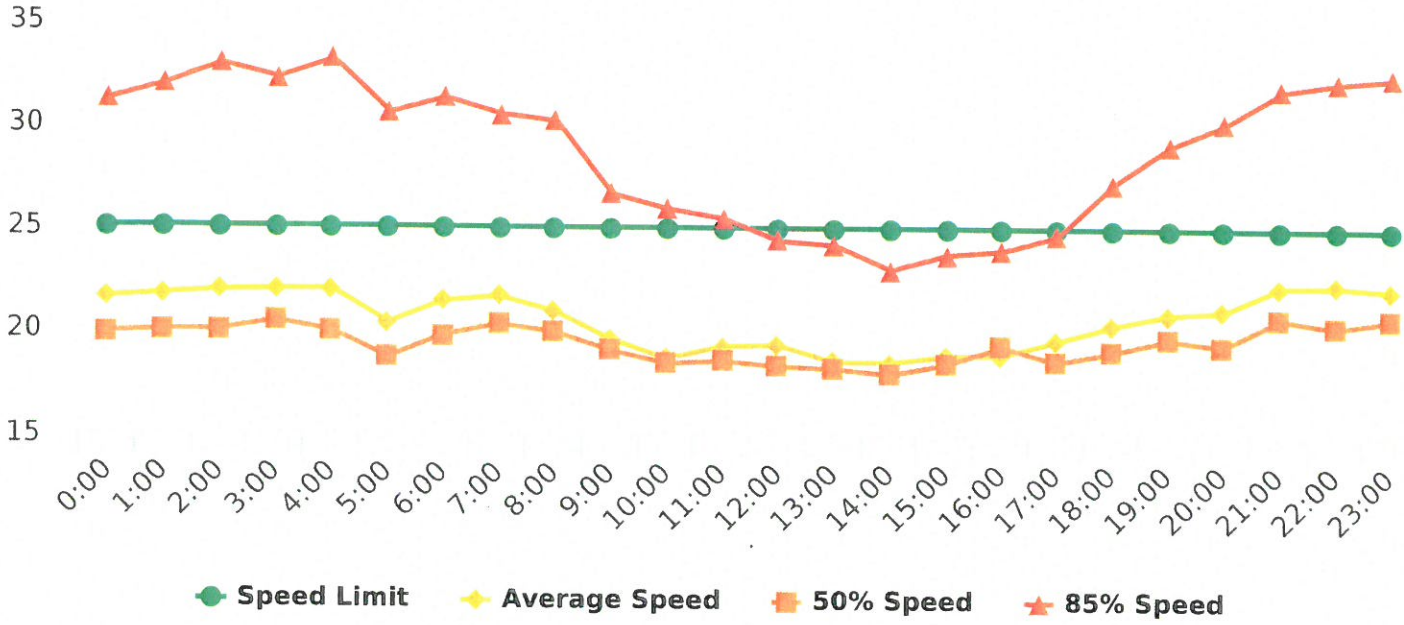
Overall Summary

Total Days of Data: 21
Speed Limit: 25
Average Speed: 20.93
50th Percentile Speed: 19.59
85th Percentile Speed: 29.6
Pace Speed Range: 13-23

Minimum Speed: 5
Maximum Speed: 67
Display Mode: Speed Display
Average Volume per Day: 702.2
Total Volume: 14746







Generated by Jessica Meyer on 02-26-2024

ALL TRAFFIC SOLUTIONS

Extended Speed Summary

Noelle, EB

Start: 2024-02-01
End: 2024-02-22
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	737	72	9.8%	38.8	3.8	6	63	21.6	19.9	31.1	49.3%
1:00	Speed Display	25	726	83	11.4%	38.2	4.4	5	62	21.7	20.0	31.9	41.7%
2:00	Speed Display	25	752	98	13.0%	41.8	5.4	5	61	21.9	20.0	32.9	47.5%
3:00	Speed Display	25	763	94	12.3%	42.4	5.2	5	63	22.0	20.4	32.2	45.6%
4:00	Speed Display	25	751	93	12.4%	41.7	5.2	5	58	22.0	20.0	33.1	47.0%
5:00	Speed Display	25	805	91	11.3%	44.7	5.1	5	67	20.4	18.7	30.5	44.3%
6:00	Speed Display	25	838	79	9.4%	46.6	4.4	5	67	21.4	19.8	31.2	48.5%
7:00	Speed Display	25	840	76	9.0%	49.4	4.5	5	63	21.7	20.3	30.5	51.6%
8:00	Speed Display	25	716	55	7.7%	42.1	3.2	5	57	20.9	19.9	30.1	58.2%
9:00	Speed Display	25	537	25	4.7%	31.6	1.5	5	56	19.6	19.1	26.6	65.3%
10:00	Speed Display	25	471	23	4.9%	27.7	1.4	5	48	18.7	18.4	25.9	58.5%
11:00	Speed Display	25	317	9	2.8%	19.8	0.6	5	43	19.3	18.6	25.5	68.5%
12:00	Speed Display	25	348	9	2.6%	20.5	0.5	5	58	19.3	18.3	24.4	65.3%
13:00	Speed Display	25	356	12	3.4%	19.8	0.7	5	53	18.6	18.2	24.2	67.7%
14:00	Speed Display	25	343	3	0.9%	20.2	0.2	6	52	18.5	17.9	23.0	69.5%
15:00	Speed Display	25	381	6	1.6%	21.2	0.3	5	47	18.8	18.4	23.7	71.5%
16:00	Speed Display	25	375	5	1.3%	20.8	0.3	5	45	18.9	19.3	23.9	74.9%
17:00	Speed Display	25	449	19	4.2%	24.9	1.1	5	54	19.6	18.6	24.7	71.8%
18:00	Speed Display	25	609	36	5.9%	33.8	2.0	5	58	20.3	19.1	27.2	66.7%
19:00	Speed Display	25	622	45	7.2%	34.6	2.5	5	55	20.9	19.7	29.0	57.5%
20:00	Speed Display	25	771	67	8.7%	42.8	3.7	6	59	21.1	19.4	30.1	54.1%
21:00	Speed Display	25	664	77	11.6%	36.9	4.3	6	62	22.3	20.7	31.7	51.3%
22:00	Speed Display	25	750	89	11.9%	41.7	4.9	5	54	22.3	20.3	32.1	47.6%
23:00	Speed Display	25	825	94	11.4%	45.8	5.2	5	64	22.1	20.7	32.4	46.9%
Total Volumes/ Avg			**14746**	**1260**	**8.5%**	**827.8**	**70.4**	**5**	**67**	**20.6**	**19.4**	**28.7**	**57.1%**
Total/Avg w/o Feedback			**0**	**0**	**0**	**0.0**	**0.0**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**
Total/Avg w/ Feedback			**14746**	**1260**	**8.5%**	**827.8**	**70.4**	**5**	**67**	**20.6**	**19.4**	**28.7**	**57.1%**

Generated by Jessica Meyer on 02-26-2024

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services

Presentation and Discussion: Police Long Term Funding and Alternatives

Staff seeks direction on this issue.

Rationale:

The top two goals in the strategic plan are to:
1: Chart a Pathway to Long-Term Financial Stability
2: Continue to Provide High Quality Safety Services

With the failure of the police levy last week, the Township is now faced with an operating deficit in the Police Department's multi-year forecast in excess of $4M per year. Staff will facilitate a conversation with the Trustees about potential solutions to solve this gap for FY25 and beyond.

The 2024 budget for the Police Department includes a transfer of $2M from the General Fund, the holding of positions vacant, and several cuts to programs in the Police Department. These decisions were included with temporary apporprations and will ensure that there is adequate funding through December 31, 2024 for police operations.

However, many of these changes were temporary in nature. The larger conversation around next steps for the department and service levels will help to inform residents and employees on changes that they can expect over the next year.

PUBLIC HEARINGS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement Strategic Goal #4: Expand Recreational Opportunities for all Ages Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Community Development Block Grant Public Hearing

Recommend opening the public hearing.

Rationale:

The federal guidelines for the Community Development Block Grant program (CDBG) require that the Trustees hold two public hearings prior to application for funding for the next cycle of funds which are available from 2024 to 2026. Historically, Colerain Township has been awarded $300,000 over the three-year period, or $100,000 per year. The CDBG program is currently operated by Hamilton County.

This year, Colerain Township is recommending to apply for funding for the following projects:

60,000.00	Blanchetta Basketball Courts
40,000.00	Sidewalks – Breezy Way
100,000.00	Groesbeck Park Study and Improvements
100,000.00	Home Rehab Project
100,000.00	Sidewalks on Springdale Road from Colerain to Loralinda

Community Development Block Grant (CDBG) Projects 2024-2026

COLERAIN
TOWNSHIP ~ OHIO

March 26, 2024

CDBG Overview and Disclosures

- The amount of CDBG funds expected to be made available for the current fiscal year totals $100,000. Total grant years (2024-2026) is $300,000.
- Proposed projects to be funded with CDBG funds:
  - Blanchetta Basketball Courts
  - Sidewalk between Geraldine Drive and Byrneside Drive
  - Groesbeck Park plan and improvements
  - Springdale Road sidewalk project
  - Home rehab projects and Give Back Day
- 100% of this funding will benefit the low and moderate income residents and/or census tracts.
- It is anticipated that none of these projects will result in the displacement, relocation, acquisition, and/or the replacement of housing or people.

Blanchetta Drive Basketball Courts

- The proposed project is the installation of brand-new outdoor basketball courts, one full-scall court to include four side-rims to enable small area games, at 8128 Blanchetta Drive.
- This site was previously a multi-family apartment complex that was demolished due to flooding issues from the nearby creek.
- The Township Parks and Recreation Department will be partnering with the YMCA of Greater Cincinnati to program this space for the public.
- Funding Request: $60,000

Springdale Road Sidewalks

- The proposed project is the installation of a new ADA compliant sidewalk and ADA upgrades to current sections and pedestrian crossings for safe accessibility to Colerain Avenue.
- The current sidewalk does not run on the South side of Springdale Road and is inaccessible to residents on this side of the neighborhood to travel alternatively to Colerain Avenue for basic needs (groceries, etc.).
- The upgrades and additions of segments will provide access for residents to this area of the Township in a safe and accessible manner.
- Funding Request: $100,000

Catwalk at Geraldine/Byrneside

- The proposed project is an update to the current sidewalk between Geraldine Drive and Byrneside Drive.
- Currently is not an ADA compliant sidewalk.
- The sidewalk is also in need of major repairs.
- Funding Request: $40,000

Residential Home Rehabilitation Program

- Contract with a third-party home rehabilitation entity to fund major repairs that are beyond the means of the owner.
- Could focus on assisting seniors, veterans.
- Could focus 1-2 properties that are on waiting lists for repair by non-profits, at sheriff's sale, in the portfolio of the Land Bank, or in the Township's registry of vacant or foreclosed properties.
- This includes funding for Give Back Day.
- Funding request: $100,000.

Groesbeck Park Master Plan

- The proposed project will hire a planning firm to work with staff and the community to develop a Master Plan for the property.
- This project will also include improvements to the property that are outlined in the final Master Plan.
- Funding Request: $100,000

QUESTIONS?

Thank you

COLERAIN
TOWNSHIP - OHIO

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Execute an Agreement with Stryker for Lucas Device ProCare Service, Maintenance, and Repair for $10,584.00

Recommend ADOPTION of the Motion.

Rationale:

The Department of Fire and EMS maintains maintenance service contracts on all Stryker and Lifepak products to assure they function consistently when needed.

Lucas Device:

The Department of Fire and EMS owns six Lucas Devices.
Each Lucas Device costs approximately $20,000.00.
The cost per device per year for annual maintenance is $441.00.
The cost per year for all 6 devices is $2,646.00.

The cost of the 4-year contract is $10,584.00.

stryker

Four Year PM Only Annual Lucas

Quote Number: 10873176
Version: 1
Prepared For: COLERAIN TWP FIRE AND EMS DEPT
Attn:

Rep: Ross Finan
Email:
Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep: Ryan Young
Email: ryan.young@stryker.com

Quote Date: 02/20/2024
Expiration Date: 03/21/2024
Contract Start: 03/01/2024
Contract End: 02/29/2028

Delivery Address		**Bill To Account**	
Name:	COLERAIN TWP FIRE AND EMS DEPT	Name:	COLERAIN TWP FIRE AND EMS DEPT
Account #:	20043487	Account #:	20043487
Address:	4160 SPRINGDALE RD	Address:	4160 SPRINGDALE RD
	CINCINNATI		CINCINNATI
	Ohio 45251-1441		Ohio 45251-1441

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Preventative Maintenance	48	6	$1,764.00	$10,584.00

ProCare Annual Payment: $2,646.00

Price Totals:

Grand Total: $10,584.00

Jeff Weckbach
Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

Four Year PM Only Annual Lucas

Quote Number:	10873176		
Version:	1		
Prepared For:	COLERAIN TWP FIRE AND EMS DEPT Attn:	Rep: Email: Phone Number:	Ross Finan
GPO:	CUSTOMER CONTRACT	Service Rep:	Ryan Young
Quote Date:	02/20/2024	Email:	ryan.young@stryker.com
Expiration Date:	03/21/2024		
Contract Start:	03/01/2024		
Contract End:	02/29/2028		

Authorized Customer Signature Date

Stryker Authorized Signature Date

PO257-2024

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at https://techweb.stryker.com The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Payment Schedule

Starting Balance: **$10,584.00**

Date	Payment	Balance
03/01/2024	$2,646.00	$7,938.00
03/01/2025	$2,646.00	$5,292.00
03/01/2026	$2,646.00	$2,646.00
03/01/2027	$2,646.00	$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N746
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N723
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N721
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N726
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N793
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N722

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE ☐	☐	☐

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** ☐

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Execute an Agreement with Stryker for Cardiac Monitor and AED ProCare Service, Maintenance, and Repair for $35,648.00

Recommend ADOPTION of the Motion.

Rationale:

Lifepak 15 Cardiac Monitors and Automated External Defibrillators (AED's) are on a combined maintenance contract due to their similarity:

The Department of Fire and EMS owns eight Lifepak 15 Cardiac Monitors.
Each Lifepak 15 Cardiac Monitor costs approximately $20,000.00.
The cost per device per year for annual maintenance is $544.00.
The cost per year for all eight devices is $4,352.00.
The cost over the four-year contract is $17,408.00.

The Department of Fire and EMS owns nine Lifepak 1000 AED's and 1 Lifepak CR2 AED.
These are on all front-line quick response vehicles in place of Lifepak 15 Cardiac Monitors, so first responders can assess the cardiac rhythm and, if necessary, deliver defibrillation for cardiac arrest patients.

Each Lifepak 1000 AED Cardiac Monitor costs approximately $4,000.00.
The cost per device per year for annual maintenance is $544.00.
The cost per year for all 10 devices is $5,440.00.
The cost of the four-year contract is $21,760.00

The cost of the four-year contract for all Lifepak 15 and Lifepak 1000 AED's combined is $39,168.00.

stryker

Four Year PM Only Annual LP15/AED

Quote Number: 10873186
Version: 1
Prepared For: COLERAIN TWP FIRE AND EMS DEPT
Attn:

Rep: Ross Finan
Email:
Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep: Ryan Young
Email: ryan.young@stryker.com

Quote Date: 02/20/2024
Expiration Date: 03/21/2024
Contract Start: 03/01/2024
Contract End: 02/29/2028

Delivery Address		**Bill To Account**	
Name:	COLERAIN TWP FIRE AND EMS DEPT	Name:	COLERAIN TWP FIRE AND EMS DEPT
Account #:	20043487	Account #:	20043487
Address:	4160 SPRINGDALE RD	Address:	4160 SPRINGDALE RD
	CINCINNATI		CINCINNATI
	Ohio 45251-1441		Ohio 45251-1441

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR √ Preventative Maintenance √ Batteries Service	48	9	$1,824.00	$16,416.00
2.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Preventative Maintenance	48	8	$2,176.00	$17,408.00
3.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR √ Preventative Maintenance √ Batteries Service	48	1	$1,824.00	$1,824.00
			ProCare Annual Payment:			$8,912.00

Price Totals:

Grand Total:	$35,648.00

Jeff Weckbach
Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

stryker

Four Year PM Only Annual LP15/AED

Quote Number:	10873186		
Version:	1		
Prepared For:	COLERAIN TWP FIRE AND EMS DEPT	Rep:	Ross Finan
	Attn:	Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Ryan Young
Quote Date:	02/20/2024	Email:	ryan.young@stryker.com
Expiration Date:	03/21/2024		
Contract Start:	03/01/2024		
Contract End:	02/29/2028		

Authorized Customer Signature Date

Stryker Authorized Signature Date

PO 256-2024

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at https://techweb.stryker.com The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Payment Schedule

Starting Balance: **$35,648.00**

Date	Payment	Balance
03/01/2024	$8,912.00	$26,736.00
03/01/2025	$8,912.00	$17,824.00
03/01/2026	$8,912.00	$8,912.00
03/01/2027	$8,912.00	$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46039056
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46041450
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46024249
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46034599
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46039057
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46039055
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46024251
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46034585
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46034587
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	45907569
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	45907669
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	45906900
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49381334
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	45926891
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	45907612
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	45906021
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50704488
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49094315

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** ☐

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

stryker

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
    - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
    - o Stryker will continue to offer contractual service on a yearly basis only
    - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
    - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

PUBLIC SAFETY

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion Authorizing Township Administrator to Utilize $33,845.22 of Owner's Construction Contingency and to Execute Change Order

Recommend ADOPTION of the Motion.

Rationale:

Change order 2 funds the design changes that were made in bulletin 4 updates to the plans that were required to correct issues from the permit submittal process. This should address all but very minimal changes included in bulletin 5 and there should be minimal remaining design changes.

The existing owner's contingency is $300,000.

For history, the original GMP was set for just the Pre-Engineered Metal Building at a cost of $1,899,647 with Change Order 1 representing the full original GMP bringing the original hard costs of the project to $14,206,389.22. This figure does include contingencies for the construction company that are held separate from the owner's contingency.

CONTRACT DOCUMENT
CHANGE ORDER

PROJECT INFORMATION: Colerain Fire Stations 26 and 102 Construction
4200 Springdale Road
Colerain Township, Ohio 45251

CONSTRUCTION MANAGER: Pepper Construction Company of Ohio, LLC
100 Williams Street
Cincinnati, Ohio 45215

CHANGE ORDER NUMBER: 02

DATE: February 21, 2024

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 01/18/2023

CONTRACT FOR: Construction Manager

The Contract is changed as follows:

PCI 0044 – Bulletin 4 Pricing Station 26 ..... $15,282.81
PCI 0047 – Bulletin 4 Pricing Station 102 ..... $13,433.41
PCI 0051 – Duke Utility Pole Existing Primary Station 26 ..... $5,129.00

In Process

Original Guaranteed Maximum Price:	$	1,899,647.00
Net change by previous change orders:	$	12,272,897.00
The Guaranteed Maximum Price prior to this change order:	$	14,172,544.00
The Guaranteed Maximum Price will be increased by this change order by:	$	33,845.22
The adjusted Guaranteed Maximum Price value after this change order:	$	14,206,389.22

Contract time will be Changed by Zero (0) calendar days.
The date of final completion resulting from this change order is 10/15/2024

Not valid until signed by the Owner and Contractor.

Emersion Design	Pepper Construction Company - Ohio	Colerain Township - Ohio
ARCHITECT	CONTRACTOR	OWNER
310 Culvert St., Suite 100	100 Williams Street	4200 Springdale Road
Address	Address	Address
Cincinnati, OH 45202	Cincinnati, OH 45215	Colerain Township, OH 45251
BY: DocuSigned by: [signature] C0B1AEABA2546F...	BY: DocuSigned by: Jerry Noble 73D82D42AC924F0...	BY:
DATE: 3/12/2024	DATE: 3/5/2024	DATE:

Pepper Construction Company
411 Lake Zurich Road
Barrington IL 60010-3141

February 16, 2024

Jeff Weckbach
Owner of Record
Colerain Township
4200 Springdale Rd
Colerain Township OH 45251

RE: Colerain Fire Stations 26 & 102
#26 8282 Clara Ave.& #102 Generation Dr.
Colerain Twp OH 45251
Notice of Change - PCO # 00044

Dear Jeff Weckbach,

On January 23, 2024, Pepper Construction Company of Ohio, LLC was directed by Colerain Township to perform the following work that we consider extra to our Agreement:

Change Description: **The following pricing includes labor and material for Bulletin 4 Pricing**

In Process

Proposed Adjustment: **15,282.81**

The terms of our Agreement preclude Pepper Construction Company of Ohio, LLC from performing any extra work without a signed Change Order as provided in the Contract. As a result, we are suspending activities associated with or affected by the aforementioned extra work pending receipt of a signed Change Order.

To facilitate the change process and avoid or minimize any impacts resulting from such suspension, we ask that you promptly sign this letter indicating your desired course of action by completing the following checklist. We will inform you of the additional time and time related impacts, if any, after we receive your direction in accordance with this letter.

Owner directs Contractor:
( ) to proceed based upon this commitment by Owner to sign a Change Order with the proposed adjustment;
( ) to continue to suspend its activities associated with and/or affected by such work while awaiting further direction from Owner;
( ) to resume the Work without incorporating the aforementioned change.

Colerain Township

_____
Jeff Weckbach
Owner of Record

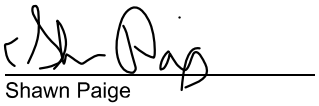
Notice of Change - PCO # 00044
January 23, 2024

Item	Description	Amount Proposed	Contractor
	Electrical	2,689.00	B & J Electric Co Inc
	Pre-Engineered Metal Building 26	3,077.39	IronS USA Inc.
	Hvac	3,640.00	Peck Hannaford & Briggs Company
	Metal Doors And Frames	2,826.00	Sparks Hardware Inc
	Gypsum Drywall	1,817.42	Combs Interior Specialties Inc
	Signage	462.00	Blink Signs

Builders Risk	51.00
General Liability	131.00
Misc Tax	38.00
Bond	81.00
SDI	185.00
Fee	285.00
Total Amount:	**15,282.81**

Should you have any questions, please call me at 513-563-7700

Sincerely,
Pepper Construction Company of Ohio, LLC



Shawn Paige
Project Manager

Cc: Shawn Paige	Pepper Construction - Ohio	Project Manager of record	Fax #: 513-952-9059
Zac Humphries	Pepper Construction - Ohio	Superintendent of record	Fax #: 614 793-4465

In Process

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Issue Noise Resolution Permit to Club Trio Lounge

Recommend ADOPTION of the Motion.

Rationale:

This is the first request for a permit in 2024 for this business. The request for the permit is from May1, 2024 through October 31, 2024.

COLERAIN
TOWNSHIP ~ OHIO

PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Application for Noise Resolution Permit

MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT SCHEDULED BOARD MEETING

Name of applicant: Club TRIO Lounge (Scott Doran)

Address where event will be held: 5744 SPRINGDALE Rd Cinti OH 45247

Type of event: Outdoor Music

Date and Time of Event: March 9, 17 May 1st – Oct 31st 2024

Contact number for permit holder:
Scott Doran 513 602 6986

Permit applicants must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential ____ Business____

To be placed on Trustee agenda for meeting: / / / (date of meeting)
Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Cathy Ulrich	Trustee Dan Unger	Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

Received 2/7/2024 0800 EC

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Issue Noise Resolution Permit to Quaker Steak and Lube

Recommend ADOPTION of the Motion.

Rationale:

This is the first request for a permit in 2024 for this business. The request for the permit is for every Thursday from April 11, 2024 through October 10, 2024 for their Bike Night events. This permit would be in place between the hours of 5pm and 10pm.

COLERAIN
TOWNSHIP ~ OHIO

PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Application for Noise Resolution Permit

MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT SCHEDULED BOARD MEETING

Name of applicant: Quaker Steak & LUBE

Address where event will be held: 3737 Stonecreek BLVD.

Type of event: Bike Night

Date and Time of Event: THURSDAYS 4/11/24 – 10/10/24 5PM-10PM

Contact number for permit holder: (513) 371-4197 / (513) 923-9464

Permit applicants must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential ____ Business____

To be placed on Trustee agenda for meeting: / / / (date of meeting)
Permit approved by majority vote of Colerain Township Board of Trustees.

_____	_____	_____
Trustee Cathy Ulrich	Trustee Dan Unger	Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Issue Noise Resolution Permit to Quaker Steak and Lube

Strategic Goal #2: Continue to Provide High Quality Safety Services

Rationale:

This is the second request for a permit in 2024 for this business. The request for the permit is for every Friday from April 5, 2024 through October 25, 2024 for their 'Friday Night Acoustic" events. This permit would be in place between the hours of 5pm and 10pm.

COLERAIN
TOWNSHIP ~ OHIO

PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Application for Noise Resolution Permit

MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT SCHEDULED BOARD MEETING

Name of applicant: Quaker Steak & lube

Address where event will be held: 3737 Stonecreek Blvd

Type of event: Friday Night Accostic

Date and Time of Event: Fridays 4/5/24 – 10/25/24 5-10pm

Contact number for permit holder: 513-371-4197

Permit applicants must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential ____ Business____

To be placed on Trustee agenda for meeting: / / / (date of meeting)
Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Cathy Ulrich	Trustee Dan Unger	Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

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:

Brownsway Ln (2825 Woodhill Dr)	510-0062-0200-00
Brownsway Ln (2823 Windy Way Dr)	510-0062-0200-00
2505 Byrneside Dr	510-0073-0157-00
2870 Byrneside Dr	510-0074-0035-00
10242 Crestland Ct	510-0042-0124-00
8232 Georgianna Dr	510-0090-0066-00
10876 Gosling Rd	510-0260-0081-00
7511 Harrison Av	510-0440-0020-00
3372 Harry Lee Ln	510-0083-0224-00
9929 Loralinda Dr	510-0112-0140-00
3220 March Ter	510-0081-0666-00
2665 Ontario St	510-0051-0170-00
9109 Pippin Rd (2826 Lookover Dr)	510-0054-0203-00
7175 Sheed Rd	510-0222-0037-00
3289 Sienna Dr	510-0123-0116-00
3563 Springdale Rd	510-0103-0186-00
7127 Thompson Rd	510-0380-0052-00

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 _____, 202_, 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:

Address	Book-Page-Parcel No.
Brownsway Ln (2825 Woodhill Dr)	510-0062-0200-00
Brownsway Ln (2823 Windy Way Dr)	510-0062-0200-00
2505 Byrneside Dr	510-0073-0157-00
2870 Byrneside Dr	510-0074-0035-00
10242 Crestland Ct	510-0042-0124-00
8232 Georgianna Dr	510-0090-0066-00
10876 Gosling Rd	510-0260-0081-00
7511 Harrison Av	510-0440-0020-00
3372 Harry Lee Ln	510-0083-0224-00
9929 Loralinda Dr	510-0112-0140-00
3220 March Ter	510-0081-0666-00
2665 Ontario St	510-0051-0170-00
9109 Pippin Rd (2826 Lookover Dr)	510-0054-0203-00
7175 Sheed Rd	510-0222-0037-00
3289 Sienna Dr	510-0123-0116-00
3563 Springdale Rd	510-0103-0186-00
7127 Thompson Rd	510-0380-0052-00

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 _____, 202_.

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 _____, 202_.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 2746 Houston Rd. - 1 of 7

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:

1. **2746 Houston Rd. Cincinnati, OH 45251**
    - **(NO PLATE), 1984, BLACK, CHEVY, CAMARO**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 26th day of March, 2024 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.: _____-24

RESOLUTION DECLARING VEHICLE LOCATED AT 2746 Houston Rd. Cincinnati, OH 45251– Parcel ID 510-0023-0031-00 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 **2746 Houston Rd. Cincinnati, OH 45251– Parcel ID 510-0023-0031-00**

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 **2746 Houston Rd. Cincinnati, OH 45251– Parcel ID 510-0023-0031-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(NO PLATE), 1984, BLACK, CHEVY, CAMARO**

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 26th day of March, 2024.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 26th day of March, 2024.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 3561 Kemper Rd - 2 of 7

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:

1. **3561 W. Kemper Rd. Cincinnati, OH 45251**

1. **(NO PLATE), 2015, GREY, NISSAN, ALTIMA**
2. **(NO PLATE), 2011, GREY, TOYOTA, COROLLA**
3. **(NO PLATE), 2011, BLACK, HYUNDAI, SONATA**
4. **(NO PLATE), 2015, BLACK, KIA, OPTIMA**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 26th day of March, 2024 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.: _____-24

RESOLUTION DECLARING VEHICLE LOCATED AT 3561 W. Kemper Rd. Cincinnati, OH 45251– Parcel ID 510-0140-0038-00 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 **3561 W. Kemper Rd. Cincinnati, OH 45251– Parcel ID 510-0140-0038-00**

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 **3561 W. Kemper Rd. Cincinnati, OH 45251– Parcel ID 510-0140-0038-00** to be inoperable, extensively damages, and at least three model years old:

    A. **(NO PLATE), 2015, GREY, NISSAN, ALTIMA**
    B. **(NO PLATE), 2011, GREY, TOYOTA, CAROLLA**
    C. **(NO PLATE), 2011, BLACK, HYUNDAI, SONATA**
    D. **(NO PLATE), 2015, BLACK, KIA, OPTIMA**

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 26th day of March, 2024.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 26th day of March, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 8264 Georgianna Dr - 3 of 7

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:

1. **8264 Georgianna Dr. Cincinnati, OH 45239**

1. **(OH) HBC3822, 2006, GREY, ACURA, TL**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 26th day of March, 2024 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.: _____-24

RESOLUTION DECLARING VEHICLE LOCATED AT 8264 Georgianna Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0070-00 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 **8264 Georgianna Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0070-00**

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 **8264 Georgianna Dr. Cincinnati, OH 45239– Parcel ID 510-0090-0070-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OH) HBC3822, 2006, GREY, ACURA, TL**

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 26th day of March, 2024.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 26th day of March, 2024.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 8884 Pippin Rd. - 4 of 7

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:

1. **8884 Pippin Rd. Cincinnati, OH 45231**

1. **(NO PLATE), 2005, ORANGE, INFINITI, G35**
2. **(NO PLATE), 2007, BLUE, CHEVY, COLBALT**
3. **(NO PLATE), 2006, BLACK, MITSUBISHI, OUTLANDER**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 26th day of March, 2024 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.: _____-24

RESOLUTION DECLARING VEHICLE LOCATED AT 8884 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0062-0224-00 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 **8884 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0062-0224-00**

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 **8884 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0062-0224-00** to be inoperable, extensively damages, and at least three model years old:

    A. **(NO PLATE), 2005, ORANGE, INFINITI, G35**
    B. **(NO PLATE), 2007, BLUE, CHEVY, COLBALT**
    C. **(NO PLATE), 2006, BLACK, MITSUBISHI, OUTLANDER**

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 26th day of March, 2024.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 26th day of March, 2024.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 8944 Pippin Rd. - 5 of 7

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:

1. **8944 Pippin Rd. Cincinnati, OH 45251**

1. **(NO PLATE), 1993, PINK, HONDA, DEL SOL**
2. **(NO PLATE), 2004, BLACK, ACURA, TSX**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 26th day of March, 2024 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.: _____-24

RESOLUTION DECLARING VEHICLE LOCATED AT 8944 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0220-00 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 **8944 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0220-00**

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 **8944 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0062-0220-00** to be inoperable, extensively damages, and at least three model years old:

    A. **(NO PLATE), 1993, PINK, HONDA, DEL SOL**
    B. **(NO PLATE), 2004, BLACK, ACURA, TSX**

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 26th day of March, 2024.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 26th day of March, 2024.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 9391 Jericho Dr. - 6 of 7

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:

1. **9391 Jericho Dr. Cincinnati, OH 45231**

1. **(OH) JCE1930, 2009, GREY, CHEVY, TRAVERSE**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 26th day of March, 2024 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.: _____-24

RESOLUTION DECLARING VEHICLE LOCATED AT 9391 Jericho Dr. Cincinnati, OH 45231– Parcel ID 510-0053-0159-00 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 **9391 Jericho Dr. Cincinnati, OH 45231– Parcel ID 510-0053-0159-00**

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 **9391 Jericho Dr. Cincinnati, OH 45231– Parcel ID 510-0053-0159-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OH) JCE1930, 2009, GREY, CHEVY, TRAVERSE**

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 26th day of March, 2024.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 26th day of March, 2024.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 2539 Adams - 7 of 7

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:

1. **2539 Adams Rd. Cincinnati, OH 45231**

1. **(OH) JTL4983, 2008, GREY, CHEVY, IMPALA**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the 26th day of March, 2024 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.: _____-24

RESOLUTION DECLARING VEHICLE LOCATED AT 2539 Adams Rd. Cincinnati, OH 45231– Parcel ID 510-0051-0452-00 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 **2539 Adams Rd. Cincinnati, OH 45231– Parcel ID 510-0051-0452-00**

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 **2539 Adams Rd. Cincinnati, OH 45231– Parcel ID 510-0051-0452-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OH) JTL4983, 2008, GREY, CHEVY, IMPALA**

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 26th day of March, 2024.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 26th day of March, 2024.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department:	Public Services
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #4: Expand Recreational Opportunities for all Ages, Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Execute a Contract with J.K. Meurer Corp. for the Construction of the Blanchetta Outdoor Basketball Courts

Recommend ADOPTION of the Motion.

Rationale:

The proposed project is the installation of brand-new outdoor basketball courts, to include one full-scale court with four side-rims to enable small area games, a 6-space parking lot and property upgrades to enhance the site, at 8128 Blanchetta Drive. This area is currently an open green space that the Township acquired in December 2021 as a FEMA (Federal Emergency Management Agency) flood buy-out. Once completed, staff will be partnering with the YMCA of Greater Cincinnati to program this space for the public.

The project was prepared for formal competitive bidding from January 31 through March 6, 2024, with three (3) bids received, however, one packet was incomplete and therefore was removed from consideration*. Staff recommends that the bid be awarded to J.K. Meurer Corp, which was the lowest and best bidder. Bid tabulations are summarized on the attached sheet. A contractual appropriation is requested for J.K. Meurer Corp in the amount of $104,630.

J.K. Meurer Corp.: $93,145, alternate $11,485 (total $104,630)
Alpha Construction: $99,980, alternate $13,277 (total $113,257)
Loveland Excavating (incomplete packet): $86,590, alternate $11,345 (total $97,935)

This project is outlined in the 2024 budget at an amount of $100,000 and will be funded by a LISC reimbursement in the amount of $50,000.

2024 BLANCHETTA OUTDOOR BASKETBALL COURTS
BID TAB - FORMAT COMPLIANCE

Bid Opening: Wednesday, March 6, 2024 at 3pm

BUSINESS NAME	COVER LETTER	EXPERIENCE WITH SIMILAR PROJECTS (3 PROJECTS MINIMUM)	PROJECT TIMELINE	LIST OF KEY STAFF	CONFLICTS OF INTEREST	DESIGN DOCUMENTATION (IN-HOUSE DESIGN OF EXAMPLE PROVIDED IN BID PACKET, PAGE 18- ATTACHMENT B)	SECTION N - BID BOND	SECTION O - NON-COLLUSION	SECTION R - TAX AFFIDAVIT	SECTION T - QUESTIONNAIRE	BASE BID PRICE / ATTACHMENT A	ALTERNATE BID PRICE / ATTACHMENT A	ATTACHMENT C - CDBG PAPERWORK
J.K. MEURER	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**$ 93,145.00**	**$ 11,485.00**	**YES**
ALPHA CONSTRUCTION	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	$ 99,980.00	$ 13,277.00	YES
LOVELAND EXCAVATING	YES	YES	NO	NO	NO	YES	NO	YES	YES	YES	$ 86,590.00	$ 11,345.00	NO

ALPHA CONSTRUCTION
Physical Address: 257 Siefferman Rd, W. Harrison, IN 47060
(P) 812-637-4160 (F) 812-637-4167
alphaconstructionin.com

March 6th, 2024

Tiffany Mays, Assistant Township Administrator
Colerain Township, Hamilton County, Ohio
4200 Springdale Road
Colerain Township, OH 45251

RE: Letter of Proposal
Request for Bids
Blanchetta Outdoor Basketball Courts

Ms. Tiffany Mays,

Thank you for the opportunity to present this letter of proposal for general contractor services. Alpha Construction Indiana, Inc. is fully staffed to provide high-level services on this project in a timely, safe and cost-efficient manner. Below you will find a brief description of the services we will provide and the base bid amount for those services in the enclosed in attachments A.

Base Bid $ 99,980.00 Altnernate Bid $ 13,277.00

Project: Blacnchetta Outdoor Basketball Courts
In accordance with the scope of work included in the project specifications, Alpha Construction is submitting a bid for the installation of new 120' x 60' asphalt basetball court and the alternative bid for the installation of a 20' x 60' asphalt parking lot.

Attached to the project's bid documents, you will find Alpha Construction's qualifications, credentials, registrations, & certifications. Some of which include but are not limited to:

- Secretary of State registrations and good standings OH, IN, & KY
- Equal opportunity employer certifications and policies.
  Enrollment and good standing in Drug Free Safety Program with OBWC.
- Certificate of Qualified Contractor for Public Works Projects
- Certificate of Insurance and W9.
- Relevant Jobs and References, Equipment & Vehicles Owned, Resumes of key staff.

Our abilities to provide all the construction general requirements for procurement and contracting, insurance, in addition to our immense experience in public works projects, we hope to work with Colerain Township.

Thank you for your consideration.

Sincerely,

Jason Molnar, Vice President
m. 513.237.0532
Jason@AlphaConstructionIN.com

EEO
Equal Opportunity Employer

Industry leaders in safety and performance

ALPHA CONSTRUCTION

Alpha Construction Indiana, Inc. is a woman owned, equal opportunity employer within the construction industry specializing as a general contractor wherein we manage and oversee all the implementations of a construction project. We keep the job on a designated timeline, administer and schedule subcontractors and labor, order materials, & inspect the work. We are incorporated in IN, as well as licensed for OH. We are located the tri-state area right on the border of OH and IN

Alpha Construction has 70 years combined experience in the construction industry. We can provide our general liability, workers compensation, corporate health and safety plan, Ohio certified AAPV, equal opportunity employment policy, background checks, and references upon request. All employees are OSHA trained and members of a drug free workplace.

We have the experience in providing our services to a variety of clients within their industry facilities, including: commercial, industrial, retail, educational, medical, and military/government. Our numerous public works projects have provided us with valuable expertise, especially in high security projects, wherein we can provide efficient and reliable workers with security and safety knowledge. We've provided services from small scale projects to large scale, including: new construction, site work, site improvements, renovations/additions.

Our principal officers are the following:

- Nicole Caudill / President
- Jeffery Caudill / Owner, Project Manager
- Jason Molnar / Vice President

We look forward to hearing from you and thank you for your consideration.

Jason Molnar

Vice President
m. 513.237.0532
Jason@AlphaConstructionIN.com

ALPHA CONSTRUCTION INDIANA, INC. CORPORATE SEAL INDIANA 2022

257 Siefferman Road
West Harrison, IN 47060
AlphaConstructionIN.com

EEO Equal Opportunity Employer

Industry leaders in safety and performance

Recent Jobs and References

Updated on 01/15/2024

Owner	Architect	Project Name	Descripton	Start - Award	Status	Contract Amount	Project Reference	Phone
City of Cheviot Ohio	CT Consultants	**Harvest Homes Renovations - Cheviot**	Interior / exterior renovation	2022	**Complete**	**$340,000.00**	Brian Sabal	513-792-8417
City of Sharonville Ohio	McGill Smith Punshon, Inc.	**Sharonville Community Center Elevator Replacement**	Select Demo, interior renovation & elevator system installation.	2022	**Complete**	**$170,000.00**	Michael Blomer	513-563-2895
Kettering School District	Ruetschle Architects	**KFHS Biotechnology Classroom Renovation**	Select demo, interior renovation and site work	2022	**Complete**	**$531,000.00**	Dana Harrah	937-626-5392
Village of Lincoln Heights Ohio	The Kleingers Group, Inc.	**Lincoln Heights Memorial Park**	Site clearing, earth moving, paving, & playground installation.	2022	**Complete**	**$412,000.00**	Chris Williams	513-733-5900
Miamiu University of Ohio	App Architecture, Inc.	**Miami University Phillips Hall**	Select demo, interior renovation and site work	2022	**Complete**	**$730,000.00**	Andrew Burwinkle	513-529-3667
Sinclair Community College	Levin Porter Architects	**Sinclair College Strategic Initiatives**	New Construction, Select Demo, Renovation	2022	**Complete**	**$1,330,000.00**	Jim Fauzzey	937-512-3048
Ohio Dept. of Mental Health	Champlin Architecture	**Summit Behavioral - Patient Restroom Safety Reno**	Multiple restroom renovations	2022	**Complete**	**$786,000.00**	Scott Green	614-466-2596
City of Troy Ohio	Design Build - Alpha Construction	**Miami Shores Golf Equipment Storage**	New Construction	2022	**Complete**	**$111,500.00**	Michael Maniaci	937-524-8709
City of Norwood Ohio	Childress & Cunningham, Inc.	**Norwood Rec Center Renovations**	Mass interior renovation; add ramp	2022	**Complete**	**$300,000.00**	Darren Hackworth	513-458-4596
Skanska USA Building	LWC Inc.	**Five Rivers Health Center**	Mass demolition and site work	2022	**Complete**	**$715,000.00**	Melissa Sexton	513-309-7201
Miamiu University of Ohio	App Architecture, Inc.	**Miami Universisty Hanna House**	Interior renovation	2022	**Complete**	**$360,000.00**	Andrew Burwinkle	513-529-3667
Hamilton County Ohio	Champlin Architecture	**Hamilton Co. Taft Center**	Mass interior renovation; add ramp	Feb-23	**Complete**	**$352,000.00**	Ryca Thacker	513-946-5026
Sinclair Community College	App Architecture	**Sinclair College Add Bio & Chemistry Lab**	Renovations	Feb-23	**Complete**	**$390,000.00**	Chris Haring	937-512-3020
City of Blue Ash Ohio	BHDP Architecture	**Blue Ash Town Square Renovation**	New Construction and Renovations	Mar-23	**65%**	**$9,900,000.00**	Ryan Nolland	513-678-8842
Hamilton County Ohio	Champlin Architecture	**Communication Center Lobby / Breakroom**	Renovations	Mar-23	**Complete**	**$126,000.00**	Bert Watts	513-946-5055
City of Norwood Ohio	Machina Architects	**Norwood City Council Chambers**	Renovations	Apr-23	**Complete**	**$160,000.00**	Darren Hackworth	513-458-4596
Adams County Ohio	TSHD Architects	**Adams County Health Relocation**	Renovations	Apr-23	**Complete**	**$548,000.00**	David Stone	740-352-1247
City of Blue Ash Ohio	SHP	**Blue Ash Summit Tower**	New Construction	May-23	**70%**	**$1,200,000.00**	Ryan Nolland	513-678-8842
City of Wyoming Ohio	Champlin Architecture	**Village Green Wyoming**	New Construction	Jun-23	**Complete**	**$1,436,250.00**	David Tombs	513-241-4474 Ext 100
City of Sharonville Ohio	McGill Smith Punshon, Inc. (MSP Design)	**Gorman Park Phase 2**	New const; Large-scale Park additions; Site work/utilities	Aug-23	**85%**	**$1,627,500.00**	Michael Blomer	513-563-2895
Highland County Ohio	McCarty Associates, LLC.	**Highland County Records Storage Building**	Renovations	Oct-23	**20%**	**$2,900,000.00**	Mary Remsing	937-393-1911
Montgomery Pointe Development	Professional Design Associates (PDA)	**Montgomery Point Plaza**	Inteiror Renovations	Nov-23	**5%**	**$536,000.00**	Pamela Walls	513-618-6012
Sinclair Community College	Osborn Engineering	**Sinclair Auditorium Gym Renovations**	Auditorium uprades; interior renovations	Dec-23	**75%**	**$1,198,000.00**	Jim Fauzzey	937-512-3048
Hamilton County Ohio	Thermal Tech Engineering	**Todd Portune Center Elevator Modernization**	Electrical/mechanical replacement; interior renovations	Apr-24	**0%**	**$493,000.00**	Ryca Thacker	513-946-5026
Dayton Business Tech High School	Ruetschle Architects	**Dayton Business Tech HS Renovations**	Interior Renovations	TBD	**0%**	**$378,000.00**	Dana Harrah	937-626-5392

Alpha Construction Indiana, Inc. is an Equal Opportunity Employer
Phone: 812-637-4160 | Fax: 812-637-4167
257 Siefferman Road, West Harrison, IN 47060

EEO
Equal Opportunity Employer

Alpha Equipment - Owned	Alpha#
2018 S70 Bobcat and Grapple	1
2018 S570 Bobcat	2
2006 325 Bobcat Excavator	3
2018 T650 Bobcat and Grapple	5
2015 Breaker HH-3M	NA
Cat 345 Track hoe	58
Scissor Lift	NA
Bobcat Jackhammer	NA
Bobcat Grapple bucket	NA
Bobcat S185	9
Bobcat Excavator E50	4
Ride on floor scrapper	NA
Walk behind floor scraper (x4)	NA
Bobcat drop hammer	NA
Grapple bucket (x7)	NA
Jackhammers (x4)	NA
Bobcat 2012 S70	59
2019 Kubota SVL95	47
2008 Komatsu PC220	61
2007 Cat D6N	62
Cat 321 C Excavator	63
Mitsubishi FGC25 Forklift	64
Genie Boom Lift	65
Kubota Skid Steer	73
2002 Bobcat Mini Excavator 325	66
Bobcat E85 Excavator	67
Bobcat Drop Hammer #2	NA
Jackhammers (x2)	NA
Vibrator compactor attachment	NA
2017 Bobcat S550	68
2017 Bobcat S650	69
2000 Cat 320 Excavator	71
Link Belt Excavator	70
2013 IHI-9VX Excavator	74
Hybrid 1030 Scissor Lift	NA
2016 JLG Straddle Kit	NA
2016 JLG Straddle Kit	NA
48' John Deere 350G Excavator Bucket	75
12' Bucket (Fits Bobcat 435)	NA
12' Bucket (Fits Bobcat 331)	NA
1969 Caterpillar D-7E	78
Komatsu Grappler	72
Kubota Skid Steer	73
2004 Bobcat S250 Skid steer	76
2004 Bobcat S250 Skid steer	77
2001 Gehl DL6L40 Telehandler	79
2005 Caterpillar 322	80
Cat 321 Excavator	81
19 ft scissor lift	82
Ride on floor scrapper	83
2015 Skyjack 3219	85
19 ft scissor lift	86
10 X 50 Office Trailer	92
Kubota Excavator	94
2019 Bobcat Skidsteer	95
CAT 330C Excabator	96
Clark 7000 lbs forklift	97
Skytrak Telehandler	98
Genie Boom Lift	99
Off trail Telehandler	500
Cat 963 Crawler	501
2023 7 X 12 Office Trailer	502

Alpha Vehicles - Owned	Alpha#
2000 F250	110
2010 Ford F150	111
2000 F350	112
1999 F250	115
1999 F350	116
1999 F350	117
1999 F350 Super Duty (Yellow)	118
2001 F250	119
2002 Freightliner FL50	120
2015 Peterbuilt Dump Truck	121
1999 F550	122
2015 F350	123
2003 F550 Service truck (PARTS ONLY)	NA
2020 Chevy 2500	125
2020 Chevy 2500	126
2000 Ford F550 Dump Truck	127
2004 F250	128
1999 Dodge Ram 3500	129
2001 F350 Super duty	130
2021 Silverado 2500	131
2021 Silverado 2500	132
1999 F250	133
2004 F550	134
2005 Ford Econoline Van	135
2003 F350	136
2002 International 4300 SBA Semi	137
2011 Express G2500	138
2018 Chevrolet Silverado 1500	139
2022 Ford 350	140
2017 Ford F450	141
2008 Ford F150	142
2012 Ford F150	143
1999 Ford Ecnoline Van	144
2014 Dodge Ram 2500	145
2008 Chevrolet Uplander	146
2001 Ford F250	147
1994 International 4700 Dump Truck	148
2003 Chevrolet Silverado 149	149
2014 Ford F150	150
2019 Ford F250	151
2010 Dodge Ram 1500	152
2014 Ford F150	153
2023 Ford F350	154
2012 Ford F250	155
2017 Ford F250	156
2003 Ford F250	157
2015 Ford F450 Flatbed	158

Alpha Trailers - Owned	Alpha#
Sure track Dump Trailer 2018	30
Black Dump Trailer 7x14	31
2018 Big Tex Gooseneck Trailer	32
2018 PJTM Gooseneck	33
2018 Landscape Trailer	34
Kaufman Tilt Top	35
Corn Pro Gooseneck	36
Cronkhite Equipment Trailer	37
Sure track Dump Trailer 2020	38
Sure track Dump Trailer 2020	39
2020 Suretrac Tilt Top Trailer	40
Powerwash Trailer 2005	41
Green Road Clipper Trailer	42
2008 Texas Pride Gooseneck Dump Trailer	43
20 Foot Enclosed White Trailer	44
Bumper Pull Tailer	45
Big Tex Goosneck Dump Trailer	46
Heavy Equipment Trailer	48
Gator Deck over Bumper Pull Trailer	49

ALPHA

257 Siefferman Road

West Harrison, IN 47060

(P)812.637.4160 (F)812.637.4167

An Equal Opportunity Employer

ALPHA
CONSTRUCTION

Jason E. Molnar
Owner / Vice President

Education

Mr. Molnar is a graduate of Lincoln Technical Institute College with an Associates Degree in applied Science (Auto Cad Design Engineering), honor Graduate with a grade point average of 4.0 on a 4.0 scale, perfect attendance, golden scribe award and 100% club. Mr. Molnar is responsible for the day-to-day direction of the organization. Formulates plans and policies to achieve overall corporate objectives. Provides overall management direction to multiple projects, establishes project objectives and policies, maintains liaison with prime client contracts, and monitors construction, financial activities and is our estimators. Mr. Molnar provides representation to the owners of the project while providing value engineering on an on-going basis

Mr. Molnar has over 22 years of experience in the construction industry. Prior to Alpha Demolition, Inc. dba, Alpha Construction, he was Senior Estimator/Senior Project Manager with an established - general contractor and was responsible for managing numerous construction projects.

Selected Projects Prior to Alpha Construction:

(See exhibits "A" projects in progress & "B" completed projects)

Anderson High School Building Cincinnati, Ohio (227,000sf of additions and renovations)	$23,583,655.00	Estimator/Sr. Project Manager
Kettering Fire Station 34 Kettering, Ohio (New Fire Station)	$5,310,258.00	Estimator/Sr. Project Manager
Lawrenceburg High School Gymnasium Lawrenceburg, Indiana (New Gymnasium addition)	$4,468,559.00	Estimator/Project Manager
Rothenberg Preparatory Academy Cincinnati, Ohio (Gym addition & 100,000sf renovation)	$11,213,541.00	Estimator/Project Manager
Madison Local School PK-6 School Middletown, Ohio (New addition & 95,000sf renovation)	$5,984,112.00	Estimator/Project Manager
New Peebles Elementary School Peebles, Ohio (New school 90,000sf)	$5,108,300.00	Estimator/Project Manager
Little Miami High School Morrow, Ohio (New school 63,000sf)	$5,175,000.00	Estimator/Project Manager
Fairview Elementary School Cincinnati, Ohio (New school 84,000sf)	$8,902,877.00	Estimator/Project Manager
Madeira High School Madeira, Ohio	$2,289,000.00	Estimator/Project Manager

Jeff Douglas Caudill

West Harrison, IN • 513.800.6928 • AlphaDemolitionInc@gmail.com

Experience

Owner, Project Manager

Alpha Demolition, Alpha Construction, Alpha Plumbing
W. Harrison, IN
2016 – present
Oversight and management on all projects. Ensure job completion in safe, timely, and cost-effective manner. Build relationships with owners and vendors.
Notable projects include:

- Logansport Mall Demolition $725,000
- Hamilton Commercial Plaza Demolition and Excavation $690,000
- Ingalls Building Conversion $625,000
- Harbin Park Excavation $570,000
- Winton Woods Schools Demolition $550,000
- Germantown Fire/Police Station Demolition and Excavation $545,000
- West Chester Water Proofing Excavation $510,000

Superintendent

O'Rourke Wrecking, Cincinnati, OH
2007 – 2017

Performed all project management for demolition scope of the project. Coordinated with owner or GC and employees onsite to ensure on-time project completion. Managed scope of work and changes to scope directly with management.
Notable projects include:

- CVG Terminal Demolition $3 million
- Son of Beast Rollercoaster Demolition Kings Island $1.5 million
- Mad Tree Brewery Renovation $1.2 million
- Purdue Univ. Frozen Foods Facility Demolition $800,000

Education

Associates in Business Management

University of Northwestern Ohio, Lima, OH
May 2009

Certifications

OSHA 30 hour
Certified Crane Rigging and Signaling
Certified Scaffold Erector
CPR and First Aid
Hazardous Communication
Confined Space Trained
Certified Operator: Ariel Lift, Telescopic Handler, Skid Steer, Excavator
Class A CDL
Lead and Asbestos Awareness Certified
Licensed Freon Recovery

SCOTT CROUTHERS

| 513.667.9326 | Scott@AlphaConstructionIN.com

SKILLS, ABILITIES, AND CERTIFICATIONS

- OSHA 30 hour certified.
- Hazardous material certified.
- Certified forklift, scissor lift, skid steer, excavator loader, and telescopic handler
- Manage a team of workers, including work schedules, project progress and resource allocation.
- Create cost estimates for labor, supplies, materials and other project costs.
- Collaborate with owners, project managers, and other construction management to determine budget and timeline.
- Implement management techniques that are cost effective and efficient.

NOTABLE JOBS

As carpenter foreman:

- 2018 — AC Marriott
  $3.1 million dollar contract amount.
- 2019 — Xavier HUB building
  $2.1 million dollar contract amount.
- 2022 — Miami University/ Phillips Hall
  $800 thousand dollar contract amount.

As Construction Superintendent

- 2022 — University of Cincinnati, Probasco
  $6,166,600 contract amount
- 2021 — Fairhaven West Apartments
  $1.5 million dollar contract amount

EDUCATION

- 2020 — Associates degree from Cincinnati State for Civil Engineering / Construction Management
- 2011 — Graduated from union carpenters apprenticeship program Local 2

Conflict of Interest Disclosure

Date: March 6th, 2024
Name: Jason Molnar
Company: Alpha Construction Indiana, Inc.

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a potential Conflict of Interest. Please specify any relatives or close personal relationships (for you and your spouse) that are employed for Coleraine Township, Ohio or are in a position to influence Colerain Township's administrating/business decisions.

X I have no conflict of interest to report.

_____ I have the following conflict of interest to report:

N/A

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: Date: 03/06/2024

Name & Title: Jason Molnar, VP

Surety Support Services, LLC
3006 N High St, Suite A3
Columbus, OH 43202
(p) 614-754-8088
(f) 614-754-8221

February 14, 2024

RE: Alpha Construction Indiana, Inc.
257 Siefferman Rd
West Harrison, IN 47060

Surety Prequalification Letter

This letter serves to confirm for the benefit of any interested parties that Surety Support Services, LLC is the bonding agency for Alpha Construction Indiana, Inc., and we give them our highest recommendation.

Liberty Mutal with an AM Best rating of "A +", has been providing surety and servicing any bonding requirements for Alpha Construction Indiana, Inc.

Their current bonding facility includes single projects up to $1,300,000 with an aggregate of $1,500,000.

Based upon normal underwriting information at the time of the request, any performance or payment bond would be provided for this client. These limits are not maximums, but normal limits based on average job size.

We hold Alpha Construction Indiana, Inc. in the highest regard.

Respectfully

Anthony P Painter
Attorney-In-Fact

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION N
BID BOND

KNOW BY ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and Travelers Casualty And Surety Company Of America as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio as OWNER in the penal sum of $ Ten Percent Of The Total Bid for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 6th day of March, 20 24. The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, the attached hereto and hereby made a part hereof to enter into a Contract in writing for the Project ID: 2024-05F9 Blanchetta Outdoor Basketball Courts.

NOW, THEREFORE,

a. If said Bid shall be rejected, or

b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said Bid) and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects, perform the agreement created by the acceptance of said Bid,

then this Obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as stated herein.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

IMPORTANT: Surety companies executing Bonds must have a Best's rating of at least A and be authorized to transact business in the State of Ohio.

Principal Alpha Construction Indiana, Inc.

By _____

Surety Travelers Casualty And Surety Company Of America

_____
Anthony P Painter, Attorney-In-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anthony P. Painter** of **COLUMBUS** , **Ohio** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **March** , **2024** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

By _____

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION O
NON-COLLUSION AFFIDAVIT

To: Colerain Township, Ohio
Hamilton County, Ohio

Jason Molnar
(Name of Individual)

Alpha Construction
(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, SHE, THEY) RESIDE AT

Okeana, OH
(Residence Address)

AND THAT

Alpha Construction
(Name of Company)

257 Siefferman Rd. West Harrison IN 47060
(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF THE BOARD OF TRUSTEES, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF COLERAIN TOWNSHIP, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

Jason Molnar, VP
Printed Name/Title

Alpha Construction
Company

Sworn to and subscribed in my presence on this 6th day of March, 20 24 by the above referenced person on behalf of the contractor or supplier.

NOTARY PUBLIC SEAL INDIANA
LISA WEST
Notary Public, State of Indiana
Dearborn County
Commission Number NP0724340
My Commission Expires
January 06, 2028

Lisa West

Notary Public

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION R
AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES AND POLITICAL CONTRIBUTIONS

To: Colerain Township, Ohio
Hamilton County, Ohio

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), being first duly sworn, as a condition to be considered for the reward of a contract by Colerain Township, Ohio for Blanchetta Basketball Courts hereby states that such entity is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Hamilton County in which Colerain Township as a tax district has territory and that such entity was not charged with delinquent personal property taxes on any such tax list.

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), also further certifies that such entity is in compliance with ORC Section 3517.13(I) or 3517.13(J), whichever is applicable, relative to political contributions to public officials of Colerain Township, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Jason Mohar, VP
Printed Name/Title

Alpha Construction
Company

Sworn to and subscribed in my presence on this 6th day of March, 20 24 by the above referenced person on behalf of the contractor or supplier.

Notary Public

NOTARY PUBLIC SEAL INDIANA
LISA WEST
Notary Public, State of Indiana
Dearborn County
Commission Number NP0724340
My Commission Expires
January 06, 2028

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION S
LIST OF SUBCONTRACTORS

In compliance with the State of Ohio, Department of Transportation, Construction and Material Specifications, Section 108, the undersigned Bidder herewith sets forth the name, location and place of business and phone number of each Subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the *Contractor's total bid, or $10,000, whichever is greater, and the portion and percentage of the work which will be done by each Subcontractor.

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
Baer's Paving LLC.	43%
LOCATION AND PLACE OF BUSINESS	PHONE
12071 E. Miami River Rd. Cinti OH	( ) 513-923-1717

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

*CONTRACTOR MUST PERFORM 50% OR MORE OR THE WORK.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION T
BIDDER'S QUESTIONNAIRE

1. Submitted By Alpha Construction Telephone 812-637-4160

   Principal Office Address 257 Siefferman Rd West Harrison IN

2. Type of Firm:

   Corporate S-corp Other _____

   Individual _____ Partnership _____

3a. If A Corporation, Please Answer These Questions:

   Date of Incorporation 01/13/22 State of Incorporation IN

   President's Name Nicole Cawdill

   Vice-President's Name Jason Molnar

   Secretary or Clerk's Name Chelsie Gretha

   Treasurer's Name _____

3b. If A Partnership, Please Answer These Questions: N/A

   Date of Organization _____ State Organized In _____

   Name of All Partners Holding More Than A 10% Interest:

   _____ _____ _____

   _____ N/A _____

   _____ _____ _____

   Designate Which Are General or Managing Partners:

4. Contractor's Representative Jason Molnar

   Title Vice President

   Alternate Nicole Cawdill

Title President

BIDDER'S QUESTIONNAIRE

5. List Major Construction Projects Your Organization Has In Progress As Of This Date:

Owner	(A) City of Blue Ash	(B) Sinclair College
Project Location	Blue Ash Towne Sq.	Dayton OH
Type of Project	New construction & renovations.	Auditorium upgrades
Contact Person	Ryan Nolland	Jim Fawzey
Telephone No.	513-678-8842	937-512-3048
Owner	(C) Dayton Business Tech	(D) Hamilton Co.
Project Location	High School, Dayton OH	Todd Portune Cinti, OH
Type of Project	Interior Renovations	Electrical Mechanical replacement.
Contact Person	Dana Harrah	Rycca Thacker
Telephone No.	937-626-5392	513-946-5026

6. List At Least Five Construction Projects Similar To The Project Defined In These Specifications, Which Your Organization Has Completed Within The Last Five Years:

Owner	(A) City of Norwood	(B) Village Lincoln Heights
Project Location	Norwood Rec Center	Lincoln Heights Memorial Park
Type of Project	Renovations	sitework, playground
Contact Person	Darren Hackworth	Chris Williams
Telephone No.	513-458-4596	513-733-5900
Owner	(C) City of Sharonville	(D) City of Troy OH
Project Location	Gorman Park	Miami Shores Golf Course

Type of Project Site work / Park additions New construction

BIDDER'S QUESTIONNAIRE

Contact Person	Michael Blomer	Michael Maniaci
Telephone No.	513-563-2895	937-524-6709
Owner	(E) Five Rivers Health Center	(F)
Project Location	Dayton OH	
Type of Project	Demo / site work	
Contact Person	Melissa Sexton	
Telephone No.	513-309-7201	
Owner	(G)	(H)
Project Location		
Type of Project		
Contact Person		
Telephone No.		

7. Have You Or Your Firm Or Any Principal In Your Firm Been Adjudged Bankrupt In Any Voluntary Or Involuntary Bankruptcy Proceeding Within The Last Ten Years? NO.

If So, When And Where? N/A

8. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any "Owner" Or Bonding Company Insuring Said "Owner" For Default On A Contract Within The last Ten Years? NO.

If So, What Was The Disposition Of The Lawsuit? N/A

If The Lawsuit Is Still Pending, What Is The Case Number? N/A

And The Court Of Jurisdiction? N/A

BIDDER'S QUESTIONNAIRE

9. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any Subcontractor Or Material Supplier For Default On A Contract Within The Last Ten Years?

No.

If The Lawsuit Is Still Pending, What Is The Case Number? N/A

10. Has Any Bonding Company Refused To Bond You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? No.

If So, What Were The Circumstances? N/A

11. Has A Bonding Company Been Required To Pay On A Bond Issued To You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? No.

If So, What Were The Circumstances? N/A

12. Have You, Your Firm, Or Any Principal In Your Firm Had To Submit To Binding Arbitration To Resolve A Dispute Arising From A Contract Within The Last Ten Years? No.

If So, What Were The Circumstances? N/A

13. Within The Last Ten Years Have You, Your Firm, Or Any Principal In Your Firm Been Penalized With Liquidated Damages For Failure To Complete The Terms Of A Contract Within The Specified Time? No.

If So, What Were The Circumstances? N/A

14. Have You, Your Firm, Or Any Principal In Your Firm Been Penalized For Failure To Pay Prevailing Wages To Any Persons Performing Work Under A Contract, Including Subcontractors That Worked On Your Project Within The Last Ten Years? No.

If So, What Were The Circumstances? N/A

Provide Information Regarding Your Insurance Agent (s) Who Will Be Providing Insurance Certificates For This Project: Federated Mutual

Name Of Agent	(A) Michael Kern	(B)
Name of Firm	Federated Mutual	
Address	PO Box 328	
	Watonna, MN	
	55960	
Telephone No.	888-333-4949	
Insurance Type	Certificate of liability	

Provide Your Banking References:

Name Of Bank	(A) Civista Bank	(B)
Contact Person	Sierra Held	
Address	7600 Frey Rd.	
	West Harrison IN	
Telephone No.	(930)-934-3002	

Signature of Bidder

Alpha Construction Indiana, Inc.

Company Name

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT A

BID FORM/BLANCHETTA OUTDOOR BASKETBALL COURTS

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL
Pavement, Stone, & Stripe	7,200	SF	$7.00	$50,400.00
Sitework	9,100	SF	$0.55	$5,000.00
Seeding	4,800	SF	$0.21	$1,000.00
Basketball Hoops	6	EA	$3,600.00	$21,600.00
General Conditions, Bonds, Ect.	1	LS	$21,980.00	$21,980.00

TOTAL: $ 99,980.00

Colerain Township reserves the right to delete or change the quantity of any item listed.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT A

BID FORM/PARKING LOT (ALTERNATE BID)

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL
Pavement, stone, stops & stripe	1,200	SF	$7.83	$9,396.00
Sitework	3,636.36	SF	$0.55	$2,000.00
Seeding	1,190.48	SF	$0.21	$250.00
General conditions, bond, etc.	1	LS	$1,631.00	$1,631.00

TOTAL: $13,277.00

Colerain Township reserves the right to delete or change the quantity of any item listed.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT B

BLANCHETTA OUTDOOR BASKETBALL COURTS
SITE PLAN

Please see attachment A for cost breakdown / unit pricing.

The guaranteed maximum price will not exceed the project estimate of $112,000.00.

No changes to proposed scope of work.

No changes to proposed timeline.

Signature

3/6/24
Date

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT C
CDBG COMPLIANCE DOCUMENTS

SECTION 3 ACTION PLAN

The Section 3 Action Plan is a requirement for contracting opportunities with Hamilton County Planning and Development and must be completed and submitted with your bid/proposal. **Failure to submit the Section 3 Action Plan will result in the bid/proposal being deemed non-responsive.**

NAME OF PROJECT: Blanchetta Outdoor Basket- Ball Courts **DATE:** 03/06/24

SUBMITTED BY:

Business Name: Alpha Construction Indian Inc.

Address: 257 Sieffermann Rd. W. Harrison IN

Contact Information (phone/email): 513-237-0532 Jason@alphaconstructionIN.com

PLEASE CHECK ONE OPTION BELOW:

☐ The business (listed above) is currently certified as a Section 3 Business Concern, they will submit:
- Section 3 Action Plan (this page)
- Evidence the business is certified

☐ The business (listed above) **IS NOT** certified, but **IS** seeking certification and **IS** submitting the Section 3 self-certification form with bid/proposal
- >25% subcontracting is Section 3, they will submit:
  - Section 3 Action Plan (this page)
  - Certification of Intent to Comply (page 4)
  - Business Concern Contracting Strategies (page 7)
  - Self-Certification for Section 3 Business Concern (page 8)
  - Subcontracting Plan (page 10)
  - If awarded, at the end of the job, must submit Section 3 Summary Report (page 12)
- >30% Section 3 Residents
  - Section 3 Action Plan (this page)
  - Certification of Intent to Comply (page 4)
  - Resident Hiring/Training Strategies (page 6)
  - Self-Certification for Section 3 Business Concern (page 8)
  - Self-Certification for Section 3 Resident for each resident, and a list of employees (page 9)
  - If awarded, at the end of the job, must submit Section 3 Summary Report (page 11)
- 51% or more owned by Section 3 individuals
  - Section 3 Action Plan (this page)
  - Certification of Intent to Comply (page 4)
  - Self-Certification for Section 3 Business Concern (page 8)
  - Self-Certification for Section 3 Resident for each owner (page 9)
  - List of owners

☒ The business (listed above) **IS NOT** certified and **IS NOT** seeking certification
- Section 3 Action Plan (this page)
- If awarded, at the end of the job, must submit applicable Section 3 Summary Report (page 11-12)

CONTACT INFORMATION:

Maria Collins	(513) 946-8234	maria.collins@hamilton-co.org
Tierra Adabla	(513) 946-4498	tierra.adabla@hamilton-co.org
April Gallelli	(513) 946-8215	april-gallelli@hamilton-co.org
LaChe' Roach	(513) 946-8230	lache.roach@hamilton-co.org
Caity Valley	(513) 946-8217	caity.valley@hamilton-co.org

SECTION 3 BUSINESS CONCERN PROCUREMENT & PREFERENCES

Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects. Specific procedures are discussed for each type of procurement method. For ALL procurement methods, when more than one qualified Section 3 business concern submits a bid or quote, the contracting party must provide preference to certified Section 3 business concerns according to the ranking below:

a) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood where the Section 3 covered project is located
b) Applicants selected to carry out DOL YouthBuild programs
c) Other Section 3 business concerns in the Metropolitan Statistical Area
d) The sub-grantee, developer, or contractor is responsible for providing documentation of its inability to find Section 3 business concerns under this preference structure.

Small Purchase (>$1,000 - $49,999)

Written quotations must be obtained from an adequate number of qualified sources (typically three). At the time of solicitation, the parties must be informed of:

- The Section 3 covered contract to be awarded with sufficient specificity;
- The time within which quotations must be submitted; and
- The information that must be submitted with each quotation

The contract shall be awarded to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive quote, if it is reasonable and no more than ten percent (10%) higher than the quote from the lowest responsive non-Section 3 qualified business concern. If no responsive quote by a qualified Section 3 business concern is within ten percent (10%) of the lowest quote from any qualified source, the award shall be made to the source with the lowest and best quote.

Competitive Sealed Bids (≥$50,000 – Construction)

Sealed bids should be used for all construction contracts or for goods that cost $50,000 or greater. Bids shall be solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest and best responsive bid if that bid:

- Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- Is not more than "X" higher that the total bid price of the lowest responsive bid from any qualified bidder. "X" is determined as follows:

When the lowest responsive bid is:	"X" = lesser of:
Less than $100,000	10% of that bid or $9,000
At least $100,000, but less than $200,000	9% of that bid, or $16,000
At least $200,000, but less than $300,000	8% of that bid, or $21,000
At least $300,000, but less than $400,000	7% of that bid, or $24,000
At least $400,000, but less than $500,000	6% of that bid, or $25,000
At least $500,000, but less than $1 million	5% of that bid, or $40,000
At least $1 million, but less than $2 million	4% of that bid, or $60,000
At least $2 million, but less than $4 million	3% of that bid, or $80,000
At least $4 million, but less than $7 million	2% of that bid, or $105,000
$7 million or more	1.5% of the lowest responsive bid

If no responsive bid by a Section 3 business concern meets the requirements listed above, the contract shall be awarded to a qualified bidder with the lowest and best responsive bid.

SECTION 3 FREQUENTLY ASKED QUESTIONS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects.

WHAT ARE THE SECTION 3 GOALS?

1. Section 3 Businesses have a goal that 30% of the aggregate number of new hires shall be Section 3 Residents;
2. Hamilton County has a goal that 10% of all covered construction contracts shall be awarded to Section 3 Business Concerns.
3. Hamilton County has a goal that 3% of all covered non-construction contracts shall be awarded to Section 3 Business Concerns.

Efforts to meet these goals must be made to the greatest extent feasible and all efforts taken must be documented accordingly.

WHAT IS A SECTION 3 RESIDENT?

A Section 3 resident is a public housing resident or an individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and who is considered to be a low to moderate income person. This means that they make up to 80% of the Area Median Income (AMI). Persons must be certified as Section 3 Residents to count toward the goals listed above. Certification lasts for a period of 3 years.

2022 Greater Cincinnati Metro Area Income Limits (Effective 4/18/22)

Median Income		1	2	3	4	5	6	7	8
80%	Low	$53,500	$61,150	$68,800	$76,400	$82,550	$88,650	$94,750	$100,850

WHAT IS A SECTION 3 BUSINESS CONCERN?

In order to be certified as a Section 3 business, one of the following criteria must be met:

- 51% or more of the business is owned by Section 3 Residents; or
- 30% of the business's permanent, full-time employees are certified Section 3 Residents; or
- The business provides evidence that it will subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to qualified Section 3 Business Concerns.

Certification lasts for a period of 3 years.

COMPLIANCE REQUIREMENTS

All contracts equal to or greater than $50,000 must incorporate the Section 3 Clause (verbatim) [see 24 CFR Part 135.38]. All recipients submitting bids must submit a Section 3 Action Plan. All forms are included herein. Section 3 Summary Reports, pages 11 and 12, are to be submitted at the completion of the contract.

**Please refer to Hamilton County Planning + Development Section 3 Policies and Procedures for complete compliance requirements and to access a database of certified Section 3 businesses and residents, forms, and detailed information. The information can be found at the following link: http://www.hamiltoncountyohio.gov/government/departments/community_development/bid_docs_section_3*

IMPORTANT NOTICE TO BIDDERS
FEDERAL CONTRACT COMPLIANCE RESPONSIBILITIES

1. **Davis Bacon Minimum Wage and Federal Labor Standards**
   For contracts of $2,000 or more the contractor and all his subcontractors are obligated to pay their employees the minimum wages and benefits as set forth in the wage decision included in the bid/contract document. In addition, the contractor must abide by the various federal labor standards provisions also included in the bid/contract documents. Weekly payroll reports must be submitted by the contractor and his subs (Form 76HC or its equivalent, i.e. computer prepared payrolls with identical information).

2. **Federal Equal Opportunity Guidelines**
   For contracts of $10,000 or more the contractor and all his subcontractors are obligated to equal opportunity employment standards. Specifically, employment practices for the prime contractor and his subcontractor are covered by Executive Order 11246, prohibiting discrimination.

3. **Section 3**
   Section 3 compliance is required for all contracts that are $50,000 or greater. The Section 3 Action Plan (attached) must be filled out completely by all contractors submitting a bid. Section 3 provides for a preference in awarding the bid, so any Section 3 paperwork not completed will deem the bid non-responsive. For complete Section 3 Policies and Procedures please visit the following link and then Click on "For Small Businesses and Contractors" on the left side of the page:
   http://www.hamiltoncountyohio.gov/government/departments/community_development/

4. **Minority Business Enterprise Participation**
   Executive Order 11625 and OMB A-102 Attachment O, Section 9 requires affirmative action be taken to ensure MBE participation in federally funded contracts. A MBE participation goal of 10% has been established for Hamilton County Community Development funded contracts. For contracts of $25,000 or more, the prime contractor is required to document 10% MBE participation or a good faith effort to obtain such participation.

   At the minimum, a good faith effort consists of a general contractor identifying and listing all work, materials and services that will not be directly supplied by his own firm. Qualified minority firms (listings available at www.mbe.ohio.gov) must then be contacted to provide quotes for needed subcontracts, materials, or services. A contractor will be required to document his MBE outreach and demonstrate that qualified MBE firms were not available, or did not provide competitive prices for subcontracts, materials, or services. Failure to achieve 10% MBE participation or clearly document a good faith effort will result in the contractor being ineligible for contract award.

Bid Packet for Community Development Block Grant (CDBG) Projects

Bid Advertisement Requirements – for projects of $50,000 or more

1. **Circulation Requirements:**
   The bid advertisement should be printed at least once in a newspaper of general circulation **and** the regional minority newspaper, The Cincinnati Herald. Contact for the Cincinnati Enquirer is: cin-encompassl@CINCINNA.GANNETT.COM. Contact for the Cincinnati Herald is: heraldclassified@yahoo.com.

2. **The following language must be included in the bid advertisement:**
   This project includes federal funding. Contractors must comply with the Davis-Bacon Act in the payment of prevailing federal minimum wage; demonstrate a good faith effort to achieve 10% Minority Business Enterprise participation; and Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment be made to lower income residents and contract work awarded to business concerns owned by lower income residents.

and Equal Opportunity Requirements, Section 3 requirements and will resolve any special logistics, considerations or concerns.

6. **On-Site Monitoring**
Once work has begun, Davis Bacon and equal opportunity compliance will be monitored; this will include at least one on-site employee interview. Contractor must notify the respective community staff once construction has begun. Construction progress/specs will be monitored by your community's architect or engineer on a regular basis as necessary for proper implementation of the project.

7. **Payment Procedure**
Bills for the project should be sent to the Local Government for payment who will be reimbursed by the Community Development staff. If Davis Bacon applies, community must receive approval from Program manager prior to paying any bills to ensure prevailing wage has been paid. Bills submitted by contractors must be detailed so as to give a breakdown of work performed during the billing period, as well as the percentage of job completed (i.e. A.I.A. Document G702/3 or Prime Contractor Application for Payment and Affidavit (APCO)).

Payment for the project will be approved by the Project Manager provided all federal requirements have been met.

Please consult your Project Manager for any assistance needed in meeting these requirements, and especially before beginning your project. We will ensure compliance with Federal regulations and avoid unnecessary delays for your projects.

HAMILTON COUNTY
Planning + Development

138 E COURT ST., RM 801
CINCINNATI, OH 45202

GENERAL INFORMATION
(513) 946-4550
www.hamiltoncountyohio.gov/pd

Director
James Noyes

Assistant Director
Steve Johns, AICP

Divisions

Chief Building Official
Michael Stehlin, AIA

Community Development
Maria Collins

Community Planning
Chris Schneider, AICP

Land Use + Zoning
Bryan Snyder, AICP

Stormwater + Infrastructure
Mohammad Islam, PE

Board of County Commissioners

Alicia Reece
Denise Driehaus
Stephanie Summerow Dumas

DATE: **January 26, 2023 - valid until new version is released**

TO: Community Officials and Contractors

FROM: Hamilton County Planning+ Development Staff

SUBJECT: Federal Contract Compliance Procedures for Community Development Block Grants (CDBG) Projects

Notice of Funds

County staff must ensure that all projects comply with CDBG regulations and will contact you when funds have been approved for expenditure. Please DO NOT PROCEEED with a project until you have contacted County staff. Failure to comply with all necessary processes WILL RESULT in delays and projects will have to be re-bid.

Bid or Quote Packet

When engineering is completed and the project is ready for bid, contact your Project Manager. The enclosed "bid packet" will be sent to you and must be placed in the bid document. Formal bids are required if the project is estimated at $50,000 or more. Quotes can be used for projects estimated at $49,999 or less. This "bid packet" includes the following information:

- Specific language required in the bid advertisement (if applicable)
- Federal Contract Compliance Responsibilities
- Section 3 Requirements if over $50,000
- Minority Enterprise Business (MBE) requirements if over $25,000
- Federal Lobbying Prohibition Disclosure
- Equal Opportunity Requirements
- Labor standards provisions for contracts of $2,000 or more;
- Current Davis Bacon Wage Decision for contracts of $2,000 or more;
- CDBG Terms and Conditions
- Sample Certification and Request for Payment
- Verification of Receipt of All Documents

Additional information is also provided below on the specific items listed above.

1. **Advertising** (ONLY Applies to contracts of $50,000 or more)
   The bid advertisement must be published in a newspaper of general circulation **and** in the minority press **(Cincinnati Herald)**. Please send a copy of both ads to the Project Manager.

2. **Section 3**
   Section 3 compliance is required for all contracts that are **$50,000 or greater**. The Section 3 Action Plan (attached) must be included in the bid document and must be filled out completely by all contractors submitting a bid. Section 3 provides for a preference in awarding the bid, so any Section 3 paperwork not completed will deem the bid non-responsive. For complete Section 3 information use this link:
   https://www.hamiltoncountyohio.gov/government/departments/community_development/bid_docs_section_3

3. **Prevailing Wage/ Davis-Bacon Act**

For all construction contracts of $2,000 or more, contractors must comply with the Davis-Bacon Act in the payment of prevailing federal minimum wages. Professional services contracts and construction on Single Family homes are exempt, as well as demolition project as long if there are no plans to redevelop the property.

Project Managers will provide the appropriate wage decisions when the projects are ready to be bid. If a project does not begin within 90 days of contract signing, new wage decisions must be pulled. Project Managers must review original copies of weekly payrolls during construction for monitoring purposes. Additionally, contractors must also comply with the Contract Work Hours and Safety Standards Act regarding compensation for overtime and safe working conditions.

County must receive all weekly payrolls, including weeks where no work was completed. If labor and fringe rates are not correct, contractor must make additional payments and submit proof of payment.

Note: If a project both has state and federal funds, the higher prevailing wage rate must be used.

4. **Selection of Contractor/Contract Signing**

All quotes must include all necessary paperwork in order to be considered complete and eligible. Please share the scope of work and quote/bid docs with your Project Manager prior to soliciting quotes; following HUD regulations is tedious but we must do so; and this will prevent the need to re-do quotes. Once quotes are received, please prepare a quote summary spreadsheet (bid tab) which includes the scope pricing, as well as documentation that all documents were completed and submitted (see below).

Municipality				
Project Name				
Contractor	**Price**	**MBE/Subcontractor**	**Anti-Lobbying**	**Verification of Documents**
Company A				
Company B				
Company C				

The Project Manager will confirm that the contractor/vendor with lowest and best quote is not listed on the Federal Debarment List.

After all requirements have been confirmed, the Project Manager will notify you and the contract may be executed. A copy of the signed contract must then be forwarded to the Community Development Office.

5. **Pre-Construction Conference (if applicable)**

The last step, prior to commencement of construction, is a pre-construction meeting with the contractor, sub-contractor(s), community representative, architect or engineer, and Project Manager. At the meeting, the Project Manager will review the scope of the project, the Federal Labor Standards

CERTIFICATION OF INTENT TO COMPLY

We certify that we have received and read Hamilton County's Section 3 Policies and Procedures and are committed to comply with the plan, the Section 3 Act, and the Section 3 regulations. It is our desire to work together with HCPD to ensure compliance with Section 3 goals, to the greatest extent feasible, through the awarding of contracts to Section 3 business concerns, and through the employment and training of Section 3 Residents for new hires. We commit to include the Section 3 clause (on the next page) in all covered contract solicitations and commit to ensure that this Section 3 Action Plan is filled out and submitted for any additional subcontract over $100,000.

We are committed to taking measures to make Section 3 business concerns and residents aware of contracting and hiring opportunities in connection with this Section 3 covered contract or in connection with the receipt of Section 3 covered assistance. We agree to provide a list of items that we will attempt to implement as part of our efforts to comply with Section 3 (see attached). We are committed to meeting (to the greatest extent feasible) the hiring and contracting goals listed below. We understand that the Section 3 Action Plan is subject to audit at any time during the awarding of the contract through the duration of the contract by HCPD. In the event we are not able to hire/train Section 3 residents and/or contract with Section 3 business concerns, we understand that we will be required to document why we were unable to meet the numerical goals.

HIRING AND TRAINING GOALS

a) **30%** of new hires shall be Section 3 Residents.

Anticipated number of new hires to complete project: _____

Anticipated number of Section 3 new hires to complete project: _____

CONTRACTING GOALS

Non-Section 3 business concerns and sub-grantees:

b) **10%** of the total dollar amount of all Section 3 covered **construction** contracts shall attempt to be awarded to Section 3 business concerns; and,

c) **3%** of the total dollar amount of all Section 3 covered **non-construction** contracts shall attempt to be awarded to Section 3 business concerns.

d) The Subcontracting Plan must be filled out and submitted with bid/proposal.

Construction Contract total: $ 112,000 10% goal: $ 11,200

Non-Construction Contract total: $_____ 3% goal: $_____

Section 3 business concerns certified under Category 3:

e) Must provide evidence of a commitment to subcontract **in excess of 25%** of the dollar award of all subcontracts to be awarded to Section 3 business concerns. The Subcontracting Plan must be filled out and submitted with bid/proposal.

(f) Contract total: $ 112,000 (g) Total amount to be Subcontracted: $ 43,000 (h) 25% of (g): $ 28,000

SECTION 3 SUMMARY REPORT

We commit to providing a Section 3 Summary Report of persons hired and contracts awarded at the completion of each covered contract.

Name / Title (Contractor): Jason Molnar, VP

Signature: _____ Date: 03/06/24

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (Part 135.38):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low to moderate income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SUBCONTRACTOR APPROVAL REQUEST - Community Development Block Grant Program

Any substitution of subcontractors must be approved by Hamilton County Community Development.

REMINDER: If the contract is over $25,000, the prime must make efforts to contract with MBE firms. If the contract is over $50,000, the prime must make efforts to contract with MBE **and** Section 3 firms.

HAMILTON COUNTY
Planning + Development

Project Name: Blanchetta Outdoor Basketball Courts

Subcontractor 1: Baer's Paving Phone: 513-923-1717

Subcontractor Representative: Tom Baer Title: Owner

Is firm certified as an MBE/WBE? Yes ___ No X Is firm a Section 3 business? Yes ___ No X

Description of Work: Paving Subcontract Amount: 43,000 % of total subcontracts: 43%

Subcontractor 2: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ___ No ___ Is firm a Section 3 business? Yes ___ No ___

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: __

Subcontractor 3: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ___ No ___ Is firm a Section 3 business? Yes ___ No ___

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: __

Please attach agreements with subcontractors.

If none of the above subcontractors are MBE firms, please describe the effort and outreach you made to attempt to subcontract with MBE firms: Sent out RFB specifying MBE/WBE. We only need to subcontract paving and there were no certified. companies that replied

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

see attached!

I hereby acknowledge my understanding of the Minority Business Enterprise requirements for this project and certify that information provided is an accurate account of my firm's efforts to secure MBE participation for this project. I further understand that should my firm be the lowest and best bidder, we will be required to secure Minority Business Enterprise participation of 10% or more in the project or demonstrate a good faith effort by outreaching MBE's for subcontracts, materials and supplies. Failure to achieve 10% MBE participation or to document a good faith effort will result in the firm being ineligible for contract award.

Prime Contractor Signature: _____ Date: 03/06/24

SECTION 3 SUMMARY REPORT

SECTION 3 BUSINESS CONCERNS

***To be submitted to Hamilton County Community Development upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

BUSINESS AWARDED CONTRACT	TYPE OF CONTRACT	SECTION 3 BUSINESS CONCERN (Y / N)	DATE OF AWARD	AMOUNT OF CONTRACT

Outreach efforts taken for each contract awarded:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Total **Construction** Dollars Contracted: _____
Total **Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

Total **Non-Construction** Dollars Contracted: _____
Total **Non-Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

Ohio Department of Development

No Result
No Search Results Found

03/2024

Search for certified MBE Paving Subcontractors

Search

Certification and service business details are available for viewing from this page.
Please note, only businesses with current certifications are available in this search. Please enter your search criteria below.

Company Name:

FEIN#:

Keyword:

Certification#:

License Number:

Procurement Type:
Contractors and Subcontractors

Business Type:
Construction (Asphalt and/or Concrete Paving)

UNSPC Codes:
choose one...

License Type:
choose one...

County:
choose one...

Certification Type:
MBE

Search | Clear Fields

- Please do not use an apostrophe (') in your search word(s) as it will produce a negative result.
- You may search for a business by entering a partial business name.
- Searching by Tax Identification Number requires a match on all 9 digits.
- Partial search by Tax Identification Number is prohibited.
- If no search criteria is selected, a complete list of certified businesses for the State of Ohio will display.
- Click on table column name to sort that column.

Results

COMPANY NAME	CERTIFICATE TYPE	EXPIRATION DATE	CITY	STATE	ZIP	COUNTY	PROCUREMENT TYPE	BUSINESS TYPE	EMAIL	CERTIFICATION LETTER	BUSIN DETAI

SECTION 3 SUMMARY REPORT

SECTION 3 RESIDENTS

***To be submitted to Hamilton County Community Development, upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

PERSON HIRED	POSITION HIRED	SECTION 3 RESIDENT (Y / N)	DATE OF HIRE	FULL TIME / PART TIME

Outreach efforts taken for each person hired:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Total Number of Full-time (FT) persons hired: _____

Total Number of Full-time (FT) Section 3 Residents hired: _____

SUBCONTRACTING PLAN

***Must be completed by non-Section 3 Business Concerns and by those businesses claiming Section 3 status under category 3.**

Businesses that claim Section 3 status under category 3 must provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet categories 1 or 2. By completing the spreadsheet below, your intent to meet this requirement will be evident. List all subcontractors that you plan on utilizing, the estimated contract amounts, and whether or not that business has been certified as Section 3 by HCPD, CMHA, or the City of Cincinnati. To access the database of currently certified Section 3 businesses please visit the following link: http://www.cincinnati-oh.gov/community-development/neighborhood-development/section-3-program/

Date Completed: 03/06/24 Submitted By: Alpha Construction

Name/Address of project: Blanchetta Basketball Courts Colerain Township

NAME OF SUBCONTRACTOR	TYPE OF CONTRACT	ESTIMATED CONTRACT AMOUNT	SECTION 3 BUSINESS CONCERN (Y / N)
Baer's Paving	Paving	$43,000	N

Estimated amount to be subcontracted: $ 43,000

Estimated amount to be subcontracted to Section 3 businesses: $ Ø

% Section 3 subcontracts of total subcontracts: Ø

SELF-CERTIFICATION FOR SECTION 3 RESIDENT

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

ELIGIBILITY FOR PREFERENCE

A Section 3 resident seeking the preference in training and employment provided by this part shall certify that the person is a Section 3 resident, as defined in Section 135.5.

The undersigned represents and says under penalty of law, as follows:

N/A

1) My current address is: _____

2) I am a resident of public housing. **YES ( ) NO ( )**
If yes, list name of development: _____

3) The total number of individuals in my household (count any person living in household, not just family or those persons related to you) is: _____

4) Last year, the annual income for my household size was less than the amount listed in the table below: **YES ( ) NO ( )**

5) I have skills, training, or experience in the following area(s): _____

2022 Greater Cincinnati Metro Area Income Limits (Effective 4/18/22)

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	$53,500	$61,150	$68,800	$76,400	$82,550	$88,650	$94,750	$100,850

I authorize the information above to be added to a database of Section 3 residents that will enable me to receive notice of employment and training opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County staff, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, developers, and subcontractors working on Section 3 covered projects. **YES ( ) NO ( )**

This certification is valid for a period of three (3) years, after which, a new form will need to be completed to continue to receive preference for employment and training opportunities as a Section 3 Resident.

Under penalty of perjury, I certify that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SELF-CERTIFICATION FOR SECTION 3 BUSINESS CONCERN

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

I. BASIC INFORMATION

Name of Business/Company: N/A

Address of Business: _____

Type of Business (corporation, partnership, sole proprietorship): _____

Owner/Official Representative: _____

Phone Number / Email address: _____

II. TYPE OF SECTION 3 BUSINESS CONCERN

The business listed above certifies that it qualifies as a Section 3 business concern under the check- marked category below:

_____ *1)* is 51% or more owned by Section 3 residents; or

_____ *2)* whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents; or

_____ *3)* provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to qualified Section 3 business concerns

2022 Greater Cincinnati Metro Area Income Limits (Effective 4/18/22)

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	$53,500	$61,150	$68,800	$76,400	$82,550	$88,650	$94,750	$100,850

Placing a check mark under category 1 or 2 implies that you (the official representative of the business) required each employee or owner to fill out the Section 3 Resident self-certification form, so that you could truthfully claim qualification under either category. Section 3 Resident certifications do not need to be submitted with this form, but MUST be kept in your business records. This certification is valid for a period of three (3) years.

III. VERIFICATION

The Company hereby agrees to provide, upon request, documents verifying the information provided above. The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives or releases any rights or claims it may have against the release of such information.

In addition, the applicant authorizes the information provided to be added to a database of Section 3 businesses, which will enable my business to receive notification of contracting opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, and developers working on Section 3 covered projects.

YES ( ) NO ( )

Under penalty of perjury, I certify that I am the _____ (title) of the company listed above; that I am authorized by the company to execute this affidavit on its behalf; that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY: BUSINESS CONCERN CONTRACTING STRATEGIES

*To be completed by non-Section 3 business concerns and Section 3 business concerns certified under category 3. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

- ☐ Consider potential contractor's record of Section 3 compliance in determining their ability to perform successfully under the terms and conditions of proposed Section 3 contracts (e.g., past actions and plans for the pending contract)
- ☐ Ensure that Section 3 business concerns are notified of pending contracting opportunities by taking such steps as:
  - ☐ Informing business assistance agencies, minority contractors associations, resident organizations, and community organizations of opportunities
  - ☐ Providing written notice to known Section 3 business concerns of contracting opportunities that contains information on where to obtain additional information
  - ☐ Conducting pre-bid meeting with Section 3 business concerns
  - ☐ Advertising opportunities through trade association papers and local media (e.g., radio, newspapers and newsletters)
  - ☐ Notifying agencies administering DOL YouthBuild programs of opportunities
- ☐ Request the assistance of contractor's associations and resident community organizations in identifying Section 3 businesses that may solicit bids or proposals for contracts
- ☐ Follow up with Section 3 business concerns that have expressed interest in contracting opportunities by providing additional information
- ☐ Carry out workshops on contracting procedures and specific contract opportunities
- ☐ Advise Section 3 business concerns of assistance resources for obtaining bonding, lines of credit, financing or insurance
- ☐ Break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns
- ☐ Utilize the database of previously certified Section 3 business concerns – access database http://cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm
- ☐ Establish programs designed to assist PHA residents in creating and developing resident-owned businesses
- ☐ Link Section 3 business concerns to support services
- ☐ Actively support joint ventures with Section 3 business concerns
- ☐ Coordinate Section 3 business list development within local jurisdictions

Name / Title: _____

Signature: N/A Date: _____

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY: RESIDENT HIRING/TRAINING STRATEGIES

*To be completed by all **developers** and **contractors** generating hiring or training opportunities from contract. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

☒ Distribute flyers which identify positions to be filled, qualifications, and where to obtain additional information to:

- Assisted housing developments and transitional housing in the neighborhood or service area of the Section 3 covered project
- Resident councils, resident management corporations, resident organizations, churches, or other neighborhood organizations
- Agencies administering federal, state, or locally funding training programs (JTPA, JOBS, School-to-Work), and employment service agencies and organizations

☐ Request the assistance of resident and community organizations in:

- Notifying residents of training and employment positions to be filled
- Conducting job interviews and completing and collecting job applications

☒ Sponsor or participate in job information meetings or job fairs in the neighborhood or service area of the Section 3 covered project

☐ Advertise vacancies through local media, such as television, radio, newspapers of general circulation and newsletters

☐ Undertake job counseling, education and related programs in association with local institutions

☐ Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents

☐ Establish pre-apprenticeship and apprenticeship training programs that are consistent with DOL requirements for Section 3 resident

☐ Request the assistance of agencies administering DOL YouthBuild programs in recruiting YouthBuild program participants for contractor's training and employment positions

☐ Employ Section 3 residents directly on either a permanent or temporary basis

☐ Utilize the database of previously certified Section 3 residents for future employment positions (database can be accessed at the following website: https://www.cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm)

☐ Incorporate into the contract (after selection of bidders but prior to execution of contracts), a negotiated provision for a specific number of Section 3 residents to be trained or employed on covered projects

☐ Coordinate economic development plans with the plans for housing and community development

Name / Title: Jason Molnar, VP

Signature: _____ Date: 03/06/24

Hamilton County, Ohio
Community Development Block Grant Program

CERTIFICATION – FEDERAL LOBBYING PROHIBITION DISCLOSURE

The undersigned certifies, to the best of their knowledge and belief that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

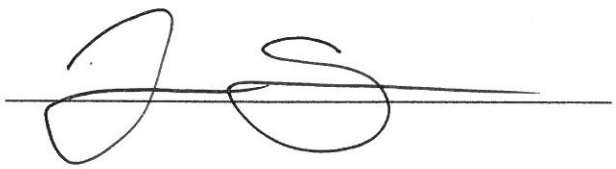
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certified this 6 day of March, 2024.

By: Jason Molnar, VP Representing: Alpha Construction
(Typed Name and Title) (Firm or Agency)

Signature: 

Executive Order 11246 EQUAL OPPORTUNITY CLAUSE

Projects funded (in whole or in part) under the Hamilton County CDBG Program are subject to Executive Order 11246. The "Nondiscrimination Clause" must be incorporated in each contract with a developer, supplier, prime contractor or subcontractor at any tier of the project.

NONDISCRIMINATION CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Additionally, the contractor will comply with the Department of Labor Regulations at 41 CFR Part 60-4 – Construction Contractors – Affirmative Action Requirements.

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL ASSISTANCE ADMINISTRATION
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
Part II – Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contractor is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder, such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel.
   a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

   b. All the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

   c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276 c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him/her an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he/she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance with Federal, State and Local Laws. The Contractor shall comply with all applicable laws, regulations, ordinances, and codes of Federal, State and local governments and agencies, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency. Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

16. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

HAMILTON COUNTY
Planning + Development

138 E COURT ST., RM 801
CINCINNATI, OH 45202

GENERAL INFORMATION
(513) 946-4550
www.hamiltoncountyohio.gov/pd

Director
James Noyes

Assistant Director
Steve Johns

Divisions

Chief Building Official
Michael Stehlin, AIA

Community Development
Maria Collins

Community Planning
Chris Schneider, AICP

Land Use + Zoning
Bryan Snyder, AICP

Stormwater + Infrastructure
Mohammad Islam, PE

Board of County Commissioners

Alicia Reece
Denise Driehaus
Stephanie Summerow Dumas

Verification of Receipt of All Documents

The Undersigned Official acknowledges receipt of the following documents as required by the US Department of Housing and Urban Development (HUD) for projects funded by the Community Development Block Grant (CDBG) Program. I understand that not all regulations may apply to the project on which I am bidding.

- Federal Contract Compliance Responsibilities
- Minority Business Enterprise (MBE) and Subcontractor Approval
- Section 3 Documents
- Federal Lobbying Prohibition Disclosure
- Equal Opportunity Requirements
- Federal Labor Standards Provisions
- Federal Prevailing Wage Decision (if applicable)
- Contract CDBG Terms and Conditions

Alpha Construction — **Company Name**

Blanchetta Basketball courts — **Project Name**

Jason Molnar — **Printed Name**

VP — **Title or Position**

Signature

03/06/24 — **Date**

Certification & Request for Payment

Hamilton County Community Development

HAMILTON COUNTY
Planning + Development

Project Name: _____

Project Municipality: _____

Project Contractor: _____

Vendor Name: _____

Make Payment to (Circle one): Municipality Contractor

Payment Amount: _____ ***Please also submit a payment application or invoice***

Per the municipality-authorized individuals whose signatures are below, the work performed by the above contractor has been satisfactorily completed and the municipality certifies that all work performed has been conducted in accordance with the rules and regulations of the U.S. Department of Housing and Urban Development. The municipality above hereby requests payment in the above amount to either the above listed contractor or to themselves as reimbursement for payment to the contractor for work completed.

Municipality-authorized Individuals:

1. (Print) _____ Position: _____

1. (Sign) _____ Date: _____

2. (Print) _____ Position: _____

2. (Sign) _____ Date: _____

Comments:

For Office Use Only:

Grant (Circle one): CDBG CDBG-CV HOME ESG ESG-CV

PO Number: _____ Approved By: _____

Project Number: _____ Date Approved: _____

Amount: _____ Invoice Number: _____ Inv Date_____

PLEASE SEE ATTACHED

ALPHA CONSTRUCTION INDIANA, INC.

QUALIFICATIONS, CERTIFICATIONS, & CREDENTIALS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. **Alpha Construction Indiana Inc**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
257 Siefferman Rd

Requester's name and address (optional)

6 City, state, and ZIP code
W. Harrison, IN 47060

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

8	7	-	4	4	1	3	6	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Nicole Caudill Date ▶ 1/1/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2022

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

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

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED 409-485-0 ALPHA CONSTRUCTION OF INDIANA, INC. 257 SIEFFERMAN RD WEST HARRISON, IN 47060-9716	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 94 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	N	N	1833464	05/23/2022	05/23/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	1833464	05/23/2022	05/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION	N	N	1833467	05/23/2022	05/23/2023	EACH OCCURRENCE AGGREGATE	$9,000,000 $9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	1833465	05/23/2022	05/23/2023	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER	CANCELLATION
94 0 A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael G Kern

© 1988-2015 ACORD CORPORATION. All rights reserved.

Ohio | **Bureau of Workers' Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80123918

Period Specified Below
07/01/2023 to 07/01/2024

Alpha Construction Indiana, INC.
PO BOX 360
HARRISON OH 45030-0360

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | **Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

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

OhioBWC Drug Free Safety Program

State construction contractor look-up

Results

Policy number
80123918-0

Company name
Alpha Construction Indiana, INC.

Construction contractor status
APPROVED

Construction contractor status date
4/15/2022

Search again

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

DRUG & ALCOHOL POLICY

PURPOSE OF THE POLICY

Alpha Construction Indiana, Inc. has established this Drug and Alcohol policy to assist us in providing a safe and healthy working environment for our employees; to protect our property and the property of our clients; and to cooperate with our clients in their efforts to provide safe and efficient operations.

- The purpose of this program is to promote a drug-free workplace, in order we may be afforded the opportunity to maximize our levels of productivity , enhance our competitive positions in the workforce and reach our desired levels of success without experiencing the costs, delays, and tragedies associate with work-related accidents resulting from drug or alcohol abuse by employees. It is also the purpose of this program that drug, or alcohol abuse be discouraged and the employees who choose to engage in drug or alcohol abuse face the risk of unemployment and being preluded from receiving workers' compensation medical and indemnity benefits.

- Our Drug-Free Workplace Program pursuant to OhioBWC includes:
  1. Notice to Employees
  2. Education of employees, and
  3. Requirements for drug and/or alcohol testing.

- If drugs/alcohol are found to be present in the employees' system, or if an employee refuses to submit to a test for drugs or alcohol the employee may be terminated and preluded from receiving workers' compensation medical and indemnity benefits.
- If drugs/alcohol is found present in a job applicant's system, or if a job applicant refuses to submit to a test for drugs/alcohol, we may refuse to hire applicant.

NOTICE TO JOB APPLICANTS AND EMPLOYEES

It is a condition of employment and that employees abide by the Policy. Violators are subject to disciplinary action up to and including termination.

Requirements of our drug free workplace include that an employee must refrain from reporting to work or working with the presence of drugs or alcohol in their system.

ALPHA
CONSTRUCTION

Drug Free Safety Plan

Alpha Construction Indiana Inc is a drug free workplace. As such, the following policy is in place to ensure a drug-free workplace.

The possession, use, or sale of alcohol or drugs on company premises (including job sites) during work hours is strictly prohibited. Employees are prohibited from reporting to work under the influence of alcohol or drugs. An employee who is taking a prescription drug is required to present to the company a statement from the prescribing physician that the prescription drug will not impair the employee's work performance. The company reserves the right to administer drug tests as it sees fit. Any employee who refuses to submit to the test will no longer be considered eligible for employment.

Employees are subject to random drug tests.

Employees are subject to drug testing required by certain jobs.

Employees will submit to a COATs or similar drug screening and obtain the applicable cards.

Nicole Caudill

Nicole Caudill/ President

ALPHA CONSTRUCTION INDIANA INC.
CORPORATE SEAL
INDIANA
2022

ALPHA
An Equal Opportunity Employer

October 31, 2023

Nicole Caudill,
President
Alpha Construction Indiana, Inc.
257 Siefferman Road
West Harrison, IN 47060

SUBJECT: Affirmative Action Program Verification (AAPV)
Effective Dates: October 31, 2023 - October 31, 2024

Dear Nicole Caudill:

A business desiring to participate in the State of Ohio procurement process must demonstrate to the Ohio Department of Development, Minority Business Development Division (MBDD) that the company has complied with all applicable federal and state affirmative action programs for at least the last year.

After careful review of the provided affirmative action documentation, MBDD has determined that Alpha Construction Indiana, Inc. satisfactorily meets the requirements set forth in Section 125.111(B) of the Ohio Revised Code as is required for participation in the State of Ohio procurement process. This letter shall serve as the State's official certification.

Please note that the MBDD may conduct an audit of Alpha Construction Indiana, Inc. affirmative action program to determine the company's continued compliance with Section 125.111 of the Ohio Revised Code.

As the Affirmative Action Program Verification indicates, the State of Ohio values diversity among its business partners and their employees and hopes to see them grow and prosper. Consequently, MBDD was delighted to be able to assist your company by approving your affirmative action program efforts. If you need any assistance or have questions about the Affirmative Action Program Verification, its objectives, or its operation, please contact the MBDD at 614.466.8380

Sincerely,

Monica L. Womack
Chief

October 13, 2023

Nicole Caudill,
President
Alpha Construction Indiana, Inc.
257 Siefferman Road
West Harrison, IN 47060

SUBJECT: Certificate of Compliance Certification
Status: In Compliance
Effective Dates: October 13, 2023 - April 13, 2024

Dear Nicole Caudill:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Alpha Construction Indiana, Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Alpha Construction Indiana, Inc. to maintain certification status, Alpha Construction Indiana, Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Alpha Construction Indiana, Inc. has agreed.

Sincerely,

Monica L. Womack
Chief

Alpha Construction Indiana Inc.

Equal Opportunity Employer

Equal Opportunity Employment Policy

The employment policies and practices of Alpha Construction Indiana, Inc. are to recruit, hire, and treat employees without discrimination because of a person's race, religion, color, sex, national origin, age, or disability. Our company is committed to providing Equal Employment Opportunity with respect to hiring, termination, compensation, advancement, upgrading and promotion.

Our company seeks to ensure compliance with the Civil Rights Acts of 1964, as amended, the Federal Highway Act of 1968, the Executive Order 11246, and 11375, the Indiana Civil Rights Act, and other Federal and State Laws and Regulations pertaining to Equality of Opportunity and Affirmative Action Policies.

Our company is committed to leadership within the community, and to put forth-maximum efforts to achieve full employment and utilization of capabilities and productivity of all qualified individuals without regard to race, religion, color, national origin, age, sexual orientation, gender identity, ancestry, United States military service veteran status, or disability.

This company further recognizes that the effective application of a policy of Equal Employment Opportunity involves more than just a policy statement and is committed to the promotion of Affirmative Action.

Nicole Caudill

Nicole Caudill, President

ALPHA CONSTRUCTION INDIANA INC.
CORPORATE SEAL
INDIANA
2022

Alpha Construction Indiana Inc
PO Box 360
Harrison, OH 45030
812-637-4160

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of
ALPHA CONSTRUCTION INDIANA, INC.

I, HOLLI SULLIVAN, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, January 13, 2022.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 13, 2022.

HOLLI SULLIVAN
SECRETARY OF STATE

202201131556704 / 9283684

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
04/12/2022	202210200498	FOREIGN FOR PROFIT CORPORATION - LICENSE (FLF)	99.00	300.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

ALPHA CONSTRUCTION INC.
PO BOX 360
HARRISON, OH 45030

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

4850707

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

ALPHA CONSTRUCTION INDIANA, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
FOREIGN FOR PROFIT CORPORATION - LICENSE	**202210200498**

Effective Date: 04/12/2022

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 12th day of April, A.D. 2022.

Ohio Secretary of State

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show ALPHA CONSTRUCTION INDIANA, INC., an Indiana corporation, having qualified to do business within the State of Ohio on April 12, 2022 under License No. 4850707 is currently in GOOD STANDING upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 5th day of June, A.D. 2023.

Ohio Secretary of State

Validation Number: 202315603138

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
http://www.sos.ky.gov

Certificate of Authorization

Authentication number: 305606
Visit https://web.sos.ky.gov/ftshow/certvalidate.aspx to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

ALPHA CONSTRUCTION INDIANA, INC.

, a corporation organized under the laws of the state of Indiana, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on October 26, 2023.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 22nd day of February, 2024, in the 232nd year of the Commonwealth.

COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE

Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
305606/1317403

Contractor Registration Certificate

Issued by:
The City of Cincinnati
Buildings and Inspections
805 Central Avenue, Suite 500
Cincinnati. Ohio 45202

Registration Number: CBRC010509

ALPHA CONSTRUCTION INDIANA INC
PO BOX 360
HARRISON OH 45030

ALPHA CONSTRUCTION INDIANA INC , having met the requirements for the City of Cincinnati contractor's registration program, is hereby granted registration. This registration allows the Individual or business entity noted above, to engage in business of construction contracting within the municipal boundaries of the City of Cincinnati until ***02-03-2026***, at which time this registration will expire.

In order to comply with the requirements of Cincinnati Municipal Code, Chapter 1106, continued validity of this registration is dependent upon the maintenance and renewal of all required licenses and liability insurance throughout the term of this registration.

Art Dahlberg
Chief Building Official

BUILDING CONSTRUCTION CATEGORIES

BUILDING CONST CONTRACTOR	HOME IMPROVEMENT CONTRACTOR	OCILB STATE LICENSED CONTRACTOR
◉ General Contractor	General Contractor	Electrical Contractor
Demolition Contractor	Swimming Pool Contractor	HVAC Contractor
Elevator Contractor	Trade Specific Carpenter Contractor	Plumbing Contractor
Fire Alarm Contractor	Trade Specific Concrete Contractor	Hydronic Piping Contractor
Home Builder Contractor	Trade Specific Gypsum/Plaster Contractor	Refrigeration Contractor
Sprinkler Contractor	Trade Specific Excavation Contractor	Suppression Contractor
Crane Contractor	Trade Specific Masonary/Brick Contractor	Crane Contractor
Trade Specific Carpenter Contractor	Trade Specific Int Finish/Painter Contractor	
Trade Specific Concrete Contractor	Trade Specific Wind/Siding/Door Contractor	
Trade Specific Gypsum/Plaster Contractor	Trade Specific Electrical Contractor (1-3 Fam)	
Trade Specific Excavation Contractor	Trade Specific HVAC Contractor (1-3 Fam)	
Trade Specific Masonary/Brick Contractor		
Trade Specific Int Finish/Painter Contractor		
Trade Specific Glazier Contractor		
Trade Specific Steel Fab/Erection Contractor		

CERTIFICATE OF QUALIFICATION
to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS
to the
STATE OF INDIANA

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

ALPHA CONSTRUCTION INC

257 SIEFFERMAN RD
PO BOX 360
HARRISON OH 45030

Phone 812-637-4160
Fax 812-637-4167

Company Official
NICOLE CAUDILL

for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate.

1542.01 Institutional Bldgs (Hospitals, Schools, Prisons)
1542.04 Additions, Alterations, Remodeling, and Repair

CERTIFICATION DATE **6/20/2022** EXPIRATION DATE **9/20/2024**

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD, 402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204, ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.

Tracy L. Cross

Tracy L. Cross, Executive Secretary
Certification Board

DAPW PQ2 State Form 3983R Rev. 07/06

SAM.GOV

ALPHA CONSTRUCTION INDIANA INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
EXEAU2QR1AT4	9FYG7	All Awards
Registration Status	**Expiration Date**	
Active Registration	Jan 12, 2024	
Physical Address	**Mailing Address**	
257 Siefferman RD West Harrison, Indiana 47060-9716 United States	PO Box 360 Harrison, Ohio 45030 United States	

Business Information

Doing Business as	Division Name	Division Number
(blank)	General Contractor	(blank)
Congressional District	**State / Country of Incorporation**	**URL**
Indiana 06	Indiana / United States	www.alphaconstructionin.com

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 7, 2023	Jan 12, 2023	Jan 12, 2023

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 13, 2022	Dec 31

Immediate Owner

CAGE	Legal Business Name
(blank)	(blank)

Highest Level Owner

CAGE	Legal Business Name
(blank)	(blank)

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
(blank)

Profit Structure
For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business
Woman Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
9FYG7

Electronic Funds Transfer

Account Type
Checking

Routing Number
*****1635

Lock Box Number
(blank)

Financial Institution
CIVISTA BANK

Account Number
*****657

Automated Clearing House

Phone (U.S.)
8125374822

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

Alpha Construction Indiana Inc
257 Siefferman Road
West Harrison, Indiana 47060
United States

Taxpayer Information

EIN
*****3666

Type of Tax
Applicable Federal Tax

Taxpayer Name
Alpha Construction Indiana Inc

Tax Year (Most Recent Tax Year)
2022

Name/Title of Individual Executing Consent
President

TIN Consent Date
Jan 12, 2023

Address
257 Siefferman RD
West Harrison, Indiana 47060

Signature
Nicole Caudill

Points of Contact

Accounts Receivable POC

Nicole Caudill, President
office@alphademoinc.com

8125845595

Electronic Business

Jason Molnar, Vice President
Jason@alphaconstructionin.com
8126374160

257 Siefferman RD.
West Harrison, Indiana 47060
United States

Chelsie Getha, Office Manager
Chelsie@alphaconstructionin.com
5134795535

257 Siefferman Road
West Harrison, Indiana 47060
United States

Government Business

Jason Molnar, Vice President
Jason@alphaconstructionin.com
8126374160

257 Siefferman RD.
West Harrison, Indiana 47060
United States

Chelsie Getha, Office Manager
Chelsie@alphaconstructionin.com
5134795535

257 Siefferman Road
West Harrison, Indiana 47060
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236210	Industrial Building Construction

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$1.00

Number of Employees (in accordance with 13 CFR 121)
6

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Per Contract	$8,000,000.00

States
Indiana
Kentucky

Counties
(blank)

Metropolitan Statistical Areas
(blank)

COLERAIN
TOWNSHIP ~ OHIO

REQUEST FOR BIDS

BLANCHETTA OUTDOOR BASKETBALL COURTS
for
Colerain Township

Release Date: 01/31/2024
Response Deadline: 03/06/2024

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

COLERAIN TOWNSHIP
SECTION C

NOTICE TO BIDDERS
BLANCHETTA OUTDOOR BASKETBALL COURTS

Sealed proposals will be received by the Township, to the attention of Tiphanie Mays, Assistant Township Administrator, until 3:00 p.m. Local Time, Wednesday, March 6, 2024, for furnishing all labor, materials, and equipment necessary to complete the installation of a new 120' x 60' outdoor basketball court including an alternate bid for the construction of a 20' x 60' parking lot, known as **BLANCHETTA OUTDOOR BASKETBALL COURTS** at which time and place all bids will be publicly opened and read aloud.

Bids must be submitted as conditions described therein. Each bid must be enclosed in a sealed envelope, clearly marked "**BLANCHETTA OUTDOOR BASKETBALL COURTS**" on the face of the envelope and display the name and address of the bidder.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in with the Equal Employment Opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

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.

Bid prices must be firm for a period of one hundred twenty (120) days following the bid opening date.

Construction on this project is expected to begin on or around April 9, 2024.
Completion is anticipated by late May, 2024.

Colerain Township reserves the right to reject any or all bids or to correct or waive irregularities in bids should it be deemed in the best interest of Colerain Township to do so. All clarifying questions for this bid should be directed to Tiphanie Mays, Assistant Township Administrator, via email at tmays@colerain.org by March 4, 2024.

Tiphanie Mays, Assistant Township Administrator
Colerain Township, Hamilton County, Ohio

Advertise: February 14, 2024
February 21, 2024

GENERAL INFORMATION

Colerain Township is utilizing Community Development Block Grant (CDBG) Funds to assist with the cost of this project. Qualifications in addition to those set forth herein may be necessary as per the specifications required by the Hamilton County Community Development in coordination with the use of those aforementioned Community Development Block Grants.

Contractors must also comply with the Davis-Bacon Act in the payment of prevailing federal minimum wage; demonstrate a good faith effort to achieve 10% Minority Business Enterprise participation; and Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment be made to lower income residents and contract work awarded to business concerns owned by lower income residents.

PROJECT SCOPE

Colerain Township is accepting bids for the installation of a new 120' x 60' outdoor asphalt basketball court and in accordance with the American Sports Builders Association's standards for Courts & Recreational Surfaces. The basketball specifications shall include, but are not limited to:

- Design of an asphalt 120' x 60' outdoor basketball court playing surface.
- Excavation of the new asphalt area as necessary and haul the spoils to an onsite location.
- Installation of proper drainage.
- Installation of 6" 304 crushed aggregate in the excavated area and compact.
- Installation of 2" 448 Type 2 asphalt intermediate course over the compacted gravel base.
- Installation 2" 448 Type 1 asphalt surface course over the asphalt intermediate course.
- Line/stripe the new pavement with basketball court markings.
- Installation of six (6) non-adjustable standard height basketball hoops with 72" clear backboards.
- Restoration of construction site.

Colerain Township is also accepting alternative bids for the installation of a 20' x 60' asphalt parking lot and in accordance with the Ohio Department of Transportation Construction and Material Specifications handbook. The parking lot specifications shall include, but are not limited to"

- Design of an asphalt 20' x 60' asphalt parking lot.
- Excavation of the new asphalt area as necessary and haul the spoils to an onsite location.
- Installation of proper drainage.
- Installation of 8" 304 crushed aggregate in the excavated area and compact.
- Installation of 2" 448 Type 2 asphalt intermediate course over the compacted gravel base.
- Installation 2" 448 Type 1 asphalt surface course over the asphalt intermediate course.
- Line/stripe the new pavement with parking lot markings including one dedicated handicap stall.
- Installation of stop-blocks (parking bumpers) for each parking stall.
- Restoration of construction site.

The total project estimate is $112,000. Please see Attachment B for design concept of these two amenities. At a minimum, the bid must address all items requested in the project scope of services identified in Attachment B and provide a guaranteed maximum price for completion of the project.

TIMELINES

1.	Township Trustees Approval:	January 23, 2024
2.	Release:	January 31, 2024
3.	Bid Advertising:	February 14 & 21, 2024
4.	Bid Deadline/Opening:	3:00 p.m. (local time) on March 6, 2024
5.	Projected Township Approval:	March 26, 2024
6.	Projected Contract Commencement:	April 5, 2024
7.	Pre-Construction Meeting:	2:00 p.m. (local time) on April 9, 2024
8.	Projected Project Completion:	May 31, 2024

The Township will not be responsible for Bids that are received after the 3:00 p.m. deadline on March 6, 2024. Deadlines are negotiable as part of the final contract.

BID FORMAT

All bids shall be submitted in the following format to expedite the review and selection process. Failure to abide by this format may result in the disqualification of the submission.

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Bids.

2. Experience – 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. Design Documentation – Please provide a design that shows each element of the basketball court and, alternatively, parking lot to be constructed as part of this project. These items must be received in a format that will allow the Township's staff to

adequately compare and vet the Bid Form that is submitted. Attachment B includes an example of the site plan.

7. Section N – Bid Bond – Bidders must furnish a Bid Bond of 10% of the bid with the proposal (attached). The bidder to whom the Contract is awarded will be required to furnish a Corporate Surety Company Performance Bond in a sum equal to one hundred percent (100%) of the total bid price, conditioned according to law.

8. Section O - Non-Collusion Affidavit – Bidders must furnish an Affidavit of Non-Collusion with the bid (attached).

9. Section R - Personal Property Tax Affidavit – Bidders must furnish an Affidavit of Personal Property Tax with the bid (attached).

10. Section T – Bidder's Questionnaire – Bidders must furnish a completed copy of the Bidder's Questionnaire with the proposal (attached).

11. Attachment A – Bid Form/Fee Structure - Total project cost with a line-item cost breakdown of all projected itemizations must be included. Each bidder is responsible for inspecting the site, and for reading and being thoroughly familiar with the project. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid. Please note that this project is utilizing Federal CDBG dollars. Contractors must comply with the Davis-Bacon Act in the payment of prevailing wage. Weekly payroll reports to Colerain and Hamilton County will be required for prevailing wage monitoring purposes.

12. Attachment B – Site Plan – An example of the site plan and design concept (attached).

13. Attachment C – CDBG Compliance Documents – All bids must include the required completed documents, per CDBG regulations, in Attachment B.

14. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the Bid.

Terms and Conditions

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

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

The bidder, having full knowledge and understanding of the improvement and the conditions of this proposal, agrees to furnish all services, labor, materials, and equipment necessary to

complete the entire project according to the project scope and to accept the unit prices specified on the bid form for each item as full compensation for the work in this proposal.

Colerain Township may reject responses that do not meet the requirements of the Request for Bids in any respect. Bids 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 Bid and the attribute, condition, or capability, the Bid 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 Bids or to further interview companies after Bids are submitted.

Colerain Township reserves the right to ask for additional information after Bids 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.

THE J. K. Meurer CORP.

33 GLENDALE-MILFORD ROAD
LOVELAND, OHIO 45140
(513) 831-7500
Fax (513) 248-5575

Colerain Township Trustees,

JK Meurer Corporation is bidding the project "Blanchetta Outdoor Basketball Courts.

Date: March 6th, 2024

Time: 3 pm

Sealed bids will be received at the Colerain Township Board of Trustees
4200 Springdale Road
Cincinnati OH 45251

Kain Meurer is the Vice President of JK Meurer Corp and is authorized to submit the response to the Request for bids.

Jeffrey K. Meurer/ President

J.K. Meurer Corporation Experience Statement

J. K. Meurer Corporation is a registered corporation in the state of Ohio. Our offices and equipment facilities are located on owner-owned property in Miami Township-Clermont County, OH. at 33 Glendale-Milford Road Loveland, Ohio 45140

Our modern day company has evolved from thee previous generations of road construction companies working within the Cincinnati Area since the early 1900's.

We employ 45-50 full-time field, office and management employees.

References of similar work include:

Village of Mariemont, Deerfield Township, City of Madeira, Symmes Township, City of Loveland, City of Springboro, Village of Newtown, Village of Indian Hill, Hamilton County Park District.

J.K. Meurer Corporation is ODOT certified and section 3 qualified.

Financial records are available upon low bid consideration.

Relevant Projects

Project – City of Montgomery 2022 Road Program
Contract Amt - $900,000.00
Work Scope – Site work, Asphalt paving
Owner – City of Montgomery 10101 Montgomery Rd. 45242
Contact – Gary Heitkamp 513-469-1525

Project – McMann Spur Parking Lot, Veterans Park and the Police Station Projects
Contract Amt. - $400,000.00
Work Scope – Asphalt Paving, Tennis Court Construction and Concrete Work
Owner – Union Township 4312 Glen Este-Withamsville Rd. 45245
Contact – Matt Taylor 513-753-2221

Project - Xavier University Parking Lot Rehabilitation 2022
Contract Amt. - $375,000.00
Work Scope – Sitework, Asphalt Paving
Owner – Xavier University – 3800 Victory Parkway 45207
Contact – Jim Bergen – 513-745-3151

Project - City of Loveland 2022 Paving Program
Contract Amt. - $1,300,000.00
Work Scope – Grinding, Asphalt Paving, Curb and Walk Remove and Replace
Owner – City of Loveland 120 W. Loveland Ave 45140
Contact – Cindy Klopfenstein 513-683-0150

THE J. K. Meurer CORP

33 GLENDALE-MILFORD ROAD
LOVELAND, OHIO 45140
(513) 831-7500
Fax (513) 248-5575

Basketball and Tennis Court Paving Projects by J.K. Meurer Corp

- Clinton Massie Local School District
- Cincinnati Country Day School
- Deerfield Township Loveland Park
- Miami Township Community Center
- Miami Hills Swim and Tennis Club
- Wetherington Country Club
- City of Lebanon

the JK Meurer Corp.

33 GLENDALE-MILFORD ROAD
LOVELAND, OHIO 45140
(513) 831-7500
Fax (513) 248-5575

Blanchetta Outdoor Basketball Courts Timeline

Weather permitting JK Meurer will start construction on April 9th, 2024 and the completion date is expected by May 1st, 2024.

Kain Meurer/ Vice President

3C (ii)

Hansfort Messer
19999 Black Oak Road
Fayetteville Ohio 45118
513-875-4616

Current Job Title: Foreman

Construction Operations Education/Training:
2010 30 Hour OSHA card
2009 Trenching and Excavation Program

Employment History: 1978-present JK Meurer Corporation

Work Experience:

Date: 2014
Project No: ODOT Project 14-0290
Job Location: US 50 Milford OH 45150

Date: 2016
Project Name: Symmes Township Maintenance Office
9323 Union Cemetery Road
Loveland, OH 45140
Bill Pitman 5113-683-6644

Hansfort Messer led his crew in the full depth removal of existing rigid pavement in areas exhibiting detoriation, correcting the subgrade, placing and compacting asphalt concrete and restoring the shoulders for each of the projects above.

Edward Johnson
2508 Sumner Lane
Batavia, Oh 45103
513-460-2403

Current Job Title: Foreman

Construction Operations Education/Training:
2010 10 Hour OSHA card
2009 Trenching and Excavation Program
2013 COATS card

Employment History: 1985-present JK Meurer Corporation

Work Experience:
Date: 2016
Project No: City of Loveland Bike Spur
Job Location: Loveland Oh 45140
Cindy Klopfenstein 683-0150
Edward Johnson led his crew in the removing a thickness of bituminous concrete by grinding the surface of various streets in Loveland.

Richard Hounshell
3141 Sugartree Road
Bethel, Oh 45106
513-600-7535

Current Job Title: Foreman

Construction Operations Education/Training:
2010 10 Hour OSHA card
Various concrete workshops

Employment History: 2008-present JK Meurer Corporation

Work Experience:
Date: 2/7/17
Project No: City of Loveland Street Rehabilitation
Job Location: Loveland Oh 45140
Cindy Klopfenstein 683-0150
Rick Hounshell led his crew in the removal of sidewalks and curbs throughout Loveland. They then replaced the concrete pavement with Portland cement.

C (ii)

Andrew Patterson
3632 Jackson Pike
Williamsburg, OH 45176

Current Job Title: Foreman

Construction Operations
Education/Training: 2010 10 Hour OSHA card
COATS Card

Employment History:
2015-present JK Meurer Corporation
2011-2015 Louise Trucking
2001-2011 Evans Landscaping

Work Experience:
Date: 2/7/17
Project No: Senior Center Parking Lot Expansion
Job Location: 3610 Epley Road
Green Township Oh 45247
Butch Nanney 513-574--8832
Andy and his crew resurfaced the parking lot by using the mill to remove the existing pavement. They then resurfaced the lot by using asphalt concrete base course and asphalt surface course.

Tiphanie Mays

From: Tiphanie Mays
Sent: Friday, March 8, 2024 10:48 AM
To: Jenny Sharpe
Subject: RE: Blanchetta

No worries, I just printed your email and included it in the packet. The requirement was to disclose if the company DID have any conflict of interests. We did not ask to respond if you DID NOT have any conflicts. My email to you asking if this was the case is good enough. Thank you!

From: Jenny Sharpe <jenny@jkpavement.com>
Sent: Friday, March 8, 2024 10:46 AM
To: Tiphanie Mays <tmays@colerain.org>
Subject: RE: Blanchetta

There was no conflict of interest page...I was going to use one from an old bid book. Do you have one to email me. I got rid of the other one.

Thank You,

Jenny Meurer
Customer Service Manager
JK Meurer Corp.
513.831.7500

From: Tiphanie Mays <tmays@colerain.org>
Sent: Friday, March 8, 2024 9:00 AM
To: Jenny Sharpe <jenny@jkpavement.com>
Subject: RE: Blanchetta

You don't often get email from tmays@colerain.org. Learn why this is important

Could you send it asap?

From: Jenny Sharpe <jenny@jkpavement.com>
Sent: Friday, March 8, 2024 8:46 AM
To: Tiphanie Mays <tmays@colerain.org>
Subject: RE: Blanchetta

Hello Tiphanie,
I thought I included the paper, I apologize. We do not have any conflicts of interest. Do I need to do anything else?

Thank You,

Jenny Meurer

Customer Service Manager
JK Meurer Corp.
513.831.7500

From: Steve Exum <steve@jkpavement.com>
Sent: Friday, March 8, 2024 8:38 AM
To: Jenny Sharpe <jenny@jkpavement.com>
Subject: FW: Blanchetta

?

Steven Exum
J.K. Meurer Corp
p. 513.831.7500
f . 513.248.5575
steve@jkpavement.com

the JK Meurer Corp.
33 Glendale Milford Rd. Loveland, Ohio 45140

From: Tiphanie Mays <tmays@colerain.org>
Sent: Thursday, March 7, 2024 4:16 PM
To: Steve Exum <steve@jkpavement.com>
Subject: RE: Blanchetta

You don't often get email from tmays@colerain.org. Learn why this is important

Hello Steven,

Your packet is complete with the exception of Item 5 – Conflicts of Interest. Was this not included because you have no conflicts to disclose? Please verify.

Tiphanie

From: Steve Exum <steve@jkpavement.com>
Sent: Wednesday, March 6, 2024 4:24 PM
To: Tiphanie Mays <tmays@colerain.org>
Subject: Blanchetta

Hi Tiphanie ,
Can you send me the bid results from the Blanchetta Basketball Courts bid opening today?
Thanks,
Steve

Steven Exum
J.K. Meurer Corp
p. 513.831.7500
f . 513.248.5575
c. 513.543.1889
steve@jkpavement.com

the JK Meurer Corp.
33 Glendale Milford Rd. Loveland, Ohio 45140

Colerain Township reserves the right to delete or change the quantity of any item listed.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT B

BLANCHETTA OUTDOOR BASKETBALL COURTS
SITE PLAN

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION N
BID BOND

KNOW BY ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio as OWNER in the penal sum of $ Ten Percent (10%) of the Total Bid Amount for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 6th day of March, 2024. The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, the attached hereto and hereby made a part hereof to enter into a Contract in writing for the Blanchetta Outdoor Basketball Courts.

NOW, THEREFORE,

a. If said Bid shall be rejected, or

b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said Bid) and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects, perform the agreement created by the acceptance of said Bid,

then this Obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as stated herein.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

IMPORTANT: Surety companies executing Bonds must have a Best's rating of at least A and be authorized to transact business in the State of Ohio.

Principal J.K. Meurer Corporation

By _____

Surety Western Surety Company

_____
Nancy Nemec, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Nelson, Nancy Nemec, Liz Ohl, Tiffiany Gobich, Katie Rose, Randal T Noah, Corie Pfister, Kelsey Becker, Audria Coleman, Kathrine Krekeler, Individually

of Cincinnati, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **6th** day of **March,** , **2024**

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

By JK Meurer

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION O
NON-COLLUSION AFFIDAVIT

To: Colerain Township, Ohio
Hamilton County, Ohio

Jeffrey K. Meurer
(Name of Individual)

JK Meurer Corp.
(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, SHE, THEY) RESIDE AT

8090 Keller Rd 45243
(Residence Address)

AND THAT

JK Meurer Corp.
(Name of Company)

33 Glendale-Milford Rd 45140
(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF THE BOARD OF TRUSTEES, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF COLERAIN TOWNSHIP, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

President
Printed Name/Title

JK Meurer Corp
Company

Sworn to and subscribed in my presence on this 6th day of March, 20 24 by the above referenced person on behalf of the contractor or supplier.

CHRISTA S. DAVENPORT, NOTARY PUBLIC STATE OF OHIO

Christa S. Davenport
Notary Public my commission expires June 19 2028

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION R
AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES AND POLITICAL CONTRIBUTIONS

To: Colerain Township, Ohio
Hamilton County, Ohio

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), being first duly sworn, as a condition to be considered for the reward of a contract by Colerain Township, Ohio for Blanchetta Outdoor Basketball Courts hereby states that such entity is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Hamilton County in which Colerain Township as a tax district has territory and that such entity was not charged with delinquent personal property taxes on any such tax list.

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), also further certifies that such entity is in compliance with ORC Section 3517.13(I) or 3517.13(J), whichever is applicable, relative to political contributions to public officials of Colerain Township, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Jeffrey K. Meurer President
Printed Name/Title

JK Meurer Corp.
Company

CHRISTA S. DAVENPORT, NOTARY PUBLIC STATE OF OHIO

Sworn to and subscribed in my presence on this 6th day of March, 20 24 by the above referenced person on behalf of the contractor or supplier.

Christa S. Davenport
Notary Public
my commission expires June 19 2028

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION S
LIST OF SUBCONTRACTORS

In compliance with the State of Ohio, Department of Transportation, Construction and Material Specifications, Section 108, the undersigned Bidder herewith sets forth the name, location and place of business and phone number of each Subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the *Contractor's total bid, or $10,000, whichever is greater, and the portion and percentage of the work which will be done by each Subcontractor.

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
MBL Hauling, LLC	11 %
LOCATION AND PLACE OF BUSINESS	PHONE
114 Wooster Pike, Suite A, Milford, OH 45150	( ) 513-388-1035

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
Pavement Maintenance Services	4 %
LOCATION AND PLACE OF BUSINESS	PHONE
7364 Hunley Road, Cincinnati, OH 45244	( ) 513-477-9162

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
Gamechanger Athletics, LLC	32 %
LOCATION AND PLACE OF BUSINESS	PHONE
3761 Shawhan Road, Morrow, OH 45152	(513) 532-1105

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE
	( )

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE
	( )

*CONTRACTOR MUST PERFORM 50% OR MORE OR THE WORK.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION T
BIDDER'S QUESTIONNAIRE

1. Submitted By JK Meurer Corp. Telephone 513 831 7500

Principal Office Address 33 Glendale-Milford Rd Loveland Oh 45140

2. Type of Firm:

Corporate ✓ Other _____

Individual _____ Partnership _____

3a. If A Corporation, Please Answer These Questions:

Date of Incorporation 1985 State of Incorporation Ohio

President's Name Jeffrey K. Meurer

Vice-President's Name Kain Meurer

Secretary or Clerk's Name Chad Miller

Treasurer's Name Jeff Meurer

3b. If A Partnership, Please Answer These Questions:

Date of Organization _____ State Organized In _____

Name of All Partners Holding More Than A 10% Interest:

_____ _____ _____

_____ _____ _____

_____ _____ _____

Designate Which Are General or Managing Partners:

4. Contractor's Representative _____

Title _____

Alternate _____

Title _____

BIDDER'S QUESTIONNAIRE

5. List Major Construction Projects Your Organization Has In Progress As Of This Date:

Owner	(A) ~ see attached ~	(B) _____
Project Location	_____	_____
Type of Project	_____	_____
	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____
Owner	(C) _____	(D) _____
Project Location	_____	_____
Type of Project	_____	_____
	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____

6. List At Least Five Construction Projects Similar To The Project Defined In These Specifications, Which Your Organization Has Completed Within The Last Five Years:

Owner	(A) _____	(B) _____
Project Location	_____	_____
Type of Project	_____	_____
Contact Person	_____	_____
Telephone No.	_____	_____
Owner	(C) _____	(D) _____
Project Location	_____	_____

Type of Project _____ _____

BIDDER'S QUESTIONNAIRE

Contact Person _____ _____

Telephone No. _____ _____

Owner (E) _____ (F) _____

Project Location _____ _____

Type of Project _____ _____

Contact Person _____ _____

Telephone No. _____ _____

Owner (G) _____ (H) _____

Project Location _____ _____

Type of Project _____ _____

Contact Person _____ _____

Telephone No. _____ _____

7. Have You Or Your Firm Or Any Principal In Your Firm Been Adjudged Bankrupt In Any Voluntary Or Involuntary Bankruptcy Proceeding Within The Last Ten Years? no

If So, When And Where? _____

8. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any "Owner" Or Bonding Company Insuring Said "Owner" For Default On A Contract Within The last Ten Years? no

If So, What Was The Disposition Of The Lawsuit?

_____

_____

If The Lawsuit Is Still Pending, What Is The Case Number? _____

And The Court Of Jurisdiction? _____

BIDDER'S QUESTIONNAIRE

9. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any Subcontractor Or Material Supplier For Default On A Contract Within The Last Ten Years? no

_____

_____

If The Lawsuit Is Still Pending, What Is The Case Number? _____

10. Has Any Bonding Company Refused To Bond You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? no

If So, What Were The Circumstances? _____

_____

11. Has A Bonding Company Been Required To Pay On A Bond Issued To You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? no

If So, What Were The Circumstances? _____

_____

12. Have You, Your Firm, Or Any Principal In Your Firm Had To Submit To Binding Arbitration To Resolve A Dispute Arising From A Contract Within The Last Ten Years? no

If So, What Were The Circumstances? _____

_____

13. Within The Last Ten Years Have You, Your Firm, Or Any Principal In Your Firm Been Penalized With Liquidated Damages For Failure To Complete The Terms Of A Contract Within The Specified Time? no

If So, What Were The Circumstances?

_____

14. Have You, Your Firm, Or Any Principal In Your Firm Been Penalized For Failure To Pay Prevailing Wages To Any Persons Performing Work Under A Contract, Including Subcontractors That Worked On Your Project Within The Last Ten Years? NO

If So, What Were The Circumstances? _____

Provide Information Regarding Your Insurance Agent (s) Who Will Be Providing Insurance Certificates For This Project: Blanchetta Outdoor Basketball courts

Name Of Agent	(A) Selective Insurance	(B)
Name of Firm	Assured Partners	
Address	5905 Galbraith Ave Ste 5000	
	Cincinnati, Oh 45236	
Telephone No.	513 333 0700	
Insurance Type	Commercial Liability	

Provide Your Banking References:

Name Of Bank	(A) Peoples Bank	(B)
Contact Person	Rick Dremmel	
Address	735 Lila Ave	
	Milford Oh 45150	
Telephone No.	513 831 8630	

Signature of Bidder

The JK Meurer Corp
33 Glendale Milford Rd
Loveland OH 45140

Company Name

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT A

BID FORM/BLANCHETTA OUTDOOR BASKETBALL COURTS

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL
New Asphalt Installation	900	SY	$60.31	$54650.00
- Excavation				
- Underdrain				
- 6" 304				
- 2" 448 Type 2				
- 2" 448 Type 1				
Basketball Court Linestriping	1	LS	$4065.00	$4065.00
Basketball Hoops	6	Each	$4977.50	$29865.00
Restoration	1	LS	$45165.00	$45165.00

TOTAL: $ 93 145.00

The JK Meurer Corp
33 Glendale Milford Rd
Loveland OH 45140

Colerain Township reserves the right to delete or change the quantity of any item listed.
COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT A

BID FORM/PARKING LOT (ALTERNATE BID)

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL
New Asphalt Installation	134	SY	$64.17	$8600.00
- Excavation				
- Underdrain				
- 6" 304				
- 2" 448 Type 2				
- 2" 448 Type 1				
Linestriping	1	LS	$650.00	$650.00
Parking Block Installation	6	each	$205.83	$1235.00
Restoration	1	LS	$1000.00	$1000.00

TOTAL: $ 11,485.00

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT C
CDBG COMPLIANCE DOCUMENTS

IMPORTANT NOTICE TO BIDDERS
FEDERAL CONTRACT COMPLIANCE RESPONSIBILITIES

1. **Davis Bacon Minimum Wage and Federal Labor Standards**
   For contracts of $2,000 or more the contractor and all his subcontractors are obligated to pay their employees the minimum wages and benefits as set forth in the wage decision included in the bid/contract document. In addition, the contractor must abide by the various federal labor standards provisions also included in the bid/contract documents. Weekly payroll reports must be submitted by the contractor and his subs (Form 76HC or its equivalent, i.e. computer prepared payrolls with identical information).

2. **Federal Equal Opportunity Guidelines**
   For contracts of $10,000 or more the contractor and all his subcontractors are obligated to equal opportunity employment standards. Specifically, employment practices for the prime contractor and his subcontractor are covered by Executive Order 11246, prohibiting discrimination.

3. **Section 3**
   Section 3 compliance is required for all contracts that are $50,000 or greater. The Section 3 Action Plan (attached) must be filled out completely by all contractors submitting a bid. Section 3 provides for a preference in awarding the bid, so any Section 3 paperwork not completed will deem the bid non-responsive. For complete Section 3 Policies and Procedures please visit the following link and then Click on "For Small Businesses and Contractors" on the left side of the page:
   http://www.hamiltoncountyohio.gov/government/departments/community_development/

4. **Minority Business Enterprise Participation**
   Executive Order 11625 and OMB A-102 Attachment O, Section 9 requires affirmative action be taken to ensure MBE participation in federally funded contracts. A MBE participation goal of 10% has been established for Hamilton County Community Development funded contracts. For contracts of $25,000 or more, the prime contractor is required to document 10% MBE participation or a good faith effort to obtain such participation.

   At the minimum, a good faith effort consists of a general contractor identifying and listing all work, materials and services that will not be directly supplied by his own firm. Qualified minority firms (listings available at www.mbe.ohio.gov) must then be contacted to provide quotes for needed subcontracts, materials, or services. A contractor will be required to document his MBE outreach and demonstrate that qualified MBE firms were not available, or did not provide competitive prices for subcontracts, materials, or services. Failure to achieve 10% MBE participation or clearly document a good faith effort will result in the contractor being ineligible for contract award.

SECTION 3 FREQUENTLY ASKED QUESTIONS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects.

WHAT ARE THE SECTION 3 GOALS?

1. Section 3 Businesses have a goal that 30% of the aggregate number of new hires shall be Section 3 Residents;
2. Hamilton County has a goal that 10% of all covered construction contracts shall be awarded to Section 3 Business Concerns.
3. Hamilton County has a goal that 3% of all covered non-construction contracts shall be awarded to Section 3 Business Concerns.

Efforts to meet these goals must be made to the greatest extent feasible and all efforts taken must be documented accordingly.

WHAT IS A SECTION 3 RESIDENT?

A Section 3 resident is a public housing resident or an individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and who is considered to be a low to moderate income person. This means that they make up to 80% of the Area Median Income (AMI). Persons must be certified as Section 3 Residents to count toward the goals listed above. Certification lasts for a period of 3 years.

2022 Greater Cincinnati Metro Area Income Limits (Effective 4/18/22)

Median Income		1	2	3	4	5	6	7	8
80%	Low	$53,500	$61,150	$68,800	$76,400	$82,550	$88,650	$94,750	$100,850

WHAT IS A SECTION 3 BUSINESS CONCERN?

In order to be certified as a Section 3 business, one of the following criteria must be met:

- 51% or more of the business is owned by Section 3 Residents; or
- 30% of the business's permanent, full-time employees are certified Section 3 Residents; or
- The business provides evidence that it will subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to qualified Section 3 Business Concerns.

Certification lasts for a period of 3 years.

COMPLIANCE REQUIREMENTS

All contracts equal to or greater than $50,000 must incorporate the Section 3 Clause (verbatim) [see 24 CFR Part 135.38]. All recipients submitting bids must submit a Section 3 Action Plan. All forms are included herein. Section 3 Summary Reports, pages 11 and 12, are to be submitted at the completion of the contract.

**Please refer to Hamilton County Planning + Development Section 3 Policies and Procedures for complete compliance requirements and to access a database of certified Section 3 businesses and residents, forms, and detailed information. The information can be found at the following link: http://www.hamiltoncountyohio.gov/government/departments/community_development/bid_docs_section_3*

SECTION 3 BUSINESS CONCERN PROCUREMENT & PREFERENCES

Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects. Specific procedures are discussed for each type of procurement method. For ALL procurement methods, when more than one qualified Section 3 business concern submits a bid or quote, the contracting party must provide preference to certified Section 3 business concerns according to the ranking below:

a) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood where the Section 3 covered project is located
b) Applicants selected to carry out DOL YouthBuild programs
c) Other Section 3 business concerns in the Metropolitan Statistical Area
d) The sub-grantee, developer, or contractor is responsible for providing documentation of its inability to find Section 3 business concerns under this preference structure.

Small Purchase (>$1,000 - $49,999)

Written quotations must be obtained from an adequate number of qualified sources (typically three). At the time of solicitation, the parties must be informed of:

- The Section 3 covered contract to be awarded with sufficient specificity;
- The time within which quotations must be submitted; and
- The information that must be submitted with each quotation

The contract shall be awarded to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive quote, if it is reasonable and no more than ten percent (10%) higher than the quote from the lowest responsive non-Section 3 qualified business concern. If no responsive quote by a qualified Section 3 business concern is within ten percent (10%) of the lowest quote from any qualified source, the award shall be made to the source with the lowest and best quote.

Competitive Sealed Bids (≥$50,000 – Construction)

Sealed bids should be used for all construction contracts or for goods that cost $50,000 or greater. Bids shall be solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest and best responsive bid if that bid:

- Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- Is not more than "X" higher that the total bid price of the lowest responsive bid from any qualified bidder. "X" is determined as follows:

When the lowest responsive bid is:	"X" = lesser of:
Less than $100,000	10% of that bid or $9,000
At least $100,000, but less than $200,000	9% of that bid, or $16,000
At least $200,000, but less than $300,000	8% of that bid, or $21,000
At least $300,000, but less than $400,000	7% of that bid, or $24,000
At least $400,000, but less than $500,000	6% of that bid, or $25,000
At least $500,000, but less than $1 million	5% of that bid, or $40,000
At least $1 million, but less than $2 million	4% of that bid, or $60,000
At least $2 million, but less than $4 million	3% of that bid, or $80,000
At least $4 million, but less than $7 million	2% of that bid, or $105,000
$7 million or more	1.5% of the lowest responsive bid

If no responsive bid by a Section 3 business concern meets the requirements listed above, the contract shall be awarded to a qualified bidder with the lowest and best responsive bid.

SECTION 3 ACTION PLAN

The Section 3 Action Plan is a requirement for contracting opportunities with Hamilton County Planning and Development and must be completed and submitted with your bid/proposal. **Failure to submit the Section 3 Action Plan will result in the bid/proposal being deemed non-responsive.**

NAME OF PROJECT: Blanchetta Outdoor Basket ball courts for Colerain Twsp. DATE: March 6, 2023

SUBMITTED BY:

Business Name: JK Mowrer Corp

Address: 33 Glendale-Milford Rd Loveland OH 45140

Contact Information (phone/email): 513-831-7500 office@jkpavement.com

PLEASE CHECK ONE OPTION BELOW:

☒ The business (listed above) is currently certified as a Section 3 Business Concern, they will submit:
- o Section 3 Action Plan (this page)
- o Evidence the business is certified

☐ The business (listed above) **IS NOT** certified, but **IS** seeking certification and **IS** submitting the Section 3 self-certification form with bid/proposal
- o >25% subcontracting is Section 3, they will submit:
  - Section 3 Action Plan (this page)
  - Certification of Intent to Comply (page 4)
  - Business Concern Contracting Strategies (page 7)
  - Self-Certification for Section 3 Business Concern (page 8)
  - Subcontracting Plan (page 10)
  - If awarded, at the end of the job, must submit Section 3 Summary Report (page 12)
- o >30% Section 3 Residents
  - Section 3 Action Plan (this page)
  - Certification of Intent to Comply (page 4)
  - Resident Hiring/Training Strategies (page 6)
  - Self-Certification for Section 3 Business Concern (page 8)
  - Self-Certification for Section 3 Resident for each resident, and a list of employees (page 9)
  - If awarded, at the end of the job, must submit Section 3 Summary Report (page 11)
- o 51% or more owned by Section 3 individuals
  - Section 3 Action Plan (this page)
  - Certification of Intent to Comply (page 4)
  - Self-Certification for Section 3 Business Concern (page 8)
  - Self-Certification for Section 3 Resident for each owner (page 9)
  - List of owners

☐ The business (listed above) **IS NOT** certified and **IS NOT** seeking certification
- o Section 3 Action Plan (this page)
- o If awarded, at the end of the job, must submit applicable Section 3 Summary Report (page 11-12)

CONTACT INFORMATION:

Maria Collins	(513) 946-8234	maria.collins@hamilton-co.org
Tierra Adabla	(513) 946-4498	tierra.adabla@hamilton-co.org
April Gallelli	(513) 946-8215	april-gallelli@hamilton-co.org
LaChe' Roach	(513) 946-8230	lache.roach@hamilton-co.org
Caity Valley	(513) 946-8217	caity.valley@hamilton-co.org

Section 3 Business Registry
Self Certification
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

JK Meurer Corporation

Contact Information

Address

JK Meurer Corporation
33 Glendale-Milford Road
LOVELAND , OH 45140

Telephone

(513) 831-7500

Website Address

www.jkpavement.com

Email

Jenny@jkpavement.com

Point of Contact

Jenny Meurer
(513) 831-7500

Business Details

Employer Identification Number

31-0951009

Business License

00530492

DUNS Number

061702411

NAICS

237310

County

Clermont

Year Business Established

1985

Number of Employees

41

Locations NOT Willing to Serve

none

Registration Date

10/30/2015

Business Capabilities

- General Contractor
- Asphalt paving

JK Meurer delivers a comprehensive range of commercial and residential paving and excavating services. New asphalt construction, paving and resurfacing of driveways, roadways and parking lots. Asphalt patching and repairs and new driveway and parking lot installation.

Business Designations

- Hiring

Section 3 Business Criteria

CERTIFICATION OF INTENT TO COMPLY

We certify that we have received and read Hamilton County's Section 3 Policies and Procedures and are committed to comply with the plan, the Section 3 Act, and the Section 3 regulations. It is our desire to work together with HCPD to ensure compliance with Section 3 goals, to the greatest extent feasible, through the awarding of contracts to Section 3 business concerns, and through the employment and training of Section 3 Residents for new hires. We commit to include the Section 3 clause (on the next page) in all covered contract solicitations and commit to ensure that this Section 3 Action Plan is filled out and submitted for any additional subcontract over $100,000.

We are committed to taking measures to make Section 3 business concerns and residents aware of contracting and hiring opportunities in connection with this Section 3 covered contract or in connection with the receipt of Section 3 covered assistance. We agree to provide a list of items that we will attempt to implement as part of our efforts to comply with Section 3 (see attached). We are committed to meeting (to the greatest extent feasible) the hiring and contracting goals listed below. We understand that the Section 3 Action Plan is subject to audit at any time during the awarding of the contract through the duration of the contract by HCPD. In the event we are not able to hire/train Section 3 residents and/or contract with Section 3 business concerns, we understand that we will be required to document why we were unable to meet the numerical goals.

HIRING AND TRAINING GOALS

a) **30%** of new hires shall be Section 3 Residents.

Anticipated number of new hires to complete project: One

Anticipated number of Section 3 new hires to complete project: One

CONTRACTING GOALS

Non-Section 3 business concerns and sub-grantees:

b) **10%** of the total dollar amount of all Section 3 covered **construction** contracts shall attempt to be awarded to Section 3 business concerns; and,

c) **3%** of the total dollar amount of all Section 3 covered **non-construction** contracts shall attempt to be awarded to Section 3 business concerns.

d) The Subcontracting Plan must be filled out and submitted with bid/proposal.

Construction Contract total: $_____ 10% goal: $_____

Non-Construction Contract total: $_____ 3% goal: $_____

Section 3 business concerns certified under Category 3:

e) Must provide evidence of a commitment to subcontract **in excess of 25%** of the dollar award of all subcontracts to be awarded to Section 3 business concerns. The Subcontracting Plan must be filled out and submitted with bid/proposal.

(f) Contract total: $_____ (g) Total amount to be Subcontracted: $_____ (h) 25% of (g): $_____

SECTION 3 SUMMARY REPORT

We commit to providing a Section 3 Summary Report of persons hired and contracts awarded at the completion of each covered contract.

Name / Title (Contractor): Jeffrey K. Mowrer - President

Signature: _____ Date: March 6th 2024

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (Part 135.38):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low to moderate income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY: RESIDENT HIRING/TRAINING STRATEGIES

*To be completed by all **developers** and **contractors** generating hiring or training opportunities from contract. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

☐ Distribute flyers which identify positions to be filled, qualifications, and where to obtain additional information to:
- Assisted housing developments and transitional housing in the neighborhood or service area of the Section 3 covered project
- Resident councils, resident management corporations, resident organizations, churches, or other neighborhood organizations
- Agencies administering federal, state, or locally funding training programs (JTPA, JOBS, School-to-Work), and employment service agencies and organizations

☐ Request the assistance of resident and community organizations in:
- Notifying residents of training and employment positions to be filled
- Conducting job interviews and completing and collecting job applications

☐ Sponsor or participate in job information meetings or job fairs in the neighborhood or service area of the Section 3 covered project

☑ Advertise vacancies through local media, such as television, radio, newspapers of general circulation and newsletters

☐ Undertake job counseling, education and related programs in association with local institutions

☐ Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents

☐ Establish pre-apprenticeship and apprenticeship training programs that are consistent with DOL requirements for Section 3 resident

☐ Request the assistance of agencies administering DOL YouthBuild programs in recruiting YouthBuild program participants for contractor's training and employment positions

☑ Employ Section 3 residents directly on either a permanent or temporary basis

☐ Utilize the database of previously certified Section 3 residents for future employment positions (database can be accessed at the following website: https://www.cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm)

☐ Incorporate into the contract (after selection of bidders but prior to execution of contracts), a negotiated provision for a specific number of Section 3 residents to be trained or employed on covered projects

☐ Coordinate economic development plans with the plans for housing and community development

Name / Title: Jeff Mowrer - President

Signature: _____ Date: March 6th 2023

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY: BUSINESS CONCERN CONTRACTING STRATEGIES

*To be completed by non-Section 3 business concerns and Section 3 business concerns certified under category 3. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

- ☐ Consider potential contractor's record of Section 3 compliance in determining their ability to perform successfully under the terms and conditions of proposed Section 3 contracts (e.g., past actions and plans for the pending contract)
- ☐ Ensure that Section 3 business concerns are notified of pending contracting opportunities by taking such steps as:
  - ☐ Informing business assistance agencies, minority contractors associations, resident organizations, and community organizations of opportunities
  - ☐ Providing written notice to known Section 3 business concerns of contracting opportunities that contains information on where to obtain additional information
  - ☐ Conducting pre-bid meeting with Section 3 business concerns
  - ☐ Advertising opportunities through trade association papers and local media (e.g., radio, newspapers and newsletters)
  - ☐ Notifying agencies administering DOL YouthBuild programs of opportunities
- ☐ Request the assistance of contractor's associations and resident community organizations in identifying Section 3 businesses that may solicit bids or proposals for contracts
- ☐ Follow up with Section 3 business concerns that have expressed interest in contracting opportunities by providing additional information
- ☐ Carry out workshops on contracting procedures and specific contract opportunities
- ☐ Advise Section 3 business concerns of assistance resources for obtaining bonding, lines of credit, financing or insurance
- ☐ Break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns
- ☐ Utilize the database of previously certified Section 3 business concerns – access database http://cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm
- ☐ Establish programs designed to assist PHA residents in creating and developing resident-owned businesses
- ☐ Link Section 3 business concerns to support services
- ☐ Actively support joint ventures with Section 3 business concerns
- ☐ Coordinate Section 3 business list development within local jurisdictions

Name / Title: _____

Signature: _____ Date: _____

SELF-CERTIFICATION FOR SECTION 3 BUSINESS CONCERN

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

I. BASIC INFORMATION

Name of Business/Company: _____

Address of Business: _____

Type of Business (corporation, partnership, sole proprietorship):_____

Owner/Official Representative: _____

Phone Number / Email address: _____

II. TYPE OF SECTION 3 BUSINESS CONCERN

The business listed above certifies that it qualifies as a Section 3 business concern under the check- marked category below:

_____ *1)* is 51% or more owned by Section 3 residents; or

_____ *2)* whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents; or

_____ *3)* provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to qualified Section 3 business concerns

2022 Greater Cincinnati Metro Area Income Limits (Effective 4/18/22)

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	$53,500	$61,150	$68,800	$76,400	$82,550	$88,650	$94,750	$100,850

Placing a check mark under category 1 or 2 implies that you (the official representative of the business) required each employee or owner to fill out the Section 3 Resident self-certification form, so that you could truthfully claim qualification under either category. Section 3 Resident certifications do not need to be submitted with this form, but MUST be kept in your business records. This certification is valid for a period of three (3) years.

III. VERIFICATION

The Company hereby agrees to provide, upon request, documents verifying the information provided above. The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives or releases any rights or claims it may have against the release of such information.

In addition, the applicant authorizes the information provided to be added to a database of Section 3 businesses, which will enable my business to receive notification of contracting opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, and developers working on Section 3 covered projects.

YES ( ) NO ( )

Under penalty of perjury, I certify that I am the _____ (title) of the company listed above; that I am authorized by the company to execute this affidavit on its behalf; that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SUBCONTRACTING PLAN

***Must be completed by non-Section 3 Business Concerns and by those businesses claiming Section 3 status under category 3.**

Businesses that claim Section 3 status under category 3 must provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet categories 1 or 2. By completing the spreadsheet below, your intent to meet this requirement will be evident. List all subcontractors that you plan on utilizing, the estimated contract amounts, and whether or not that business has been certified as Section 3 by HCPD, CMHA, or the City of Cincinnati. To access the database of currently certified Section 3 businesses please visit the following link: http://www.cincinnati-oh.gov/community-development/neighborhood-development/section-3-program/

Date Completed: _____ Submitted By: _____

Name/Address of project: _____

NAME OF SUBCONTRACTOR	TYPE OF CONTRACT	ESTIMATED CONTRACT AMOUNT	SECTION 3 BUSINESS CONCERN (Y / N)

Estimated amount to be subcontracted: $_____

Estimated amount to be subcontracted to Section 3 businesses: $_____

% Section 3 subcontracts of total subcontracts: _____

SUBCONTRACTOR APPROVAL REQUEST - Community Development Block Grant Program

Any substitution of subcontractors must be approved by Hamilton County Community Development.

REMINDER: If the contract is over $25,000, the prime must make efforts to contract with MBE firms. If the contract is over $50,000, the prime must make efforts to contract with MBE **and** Section 3 firms.

HAMILTON COUNTY
Planning + Development

Project Name: _____

Subcontractor 1: MBL Hauling LLC. Phone: 513-289-1035

Subcontractor Representative: April Lemle Title: Owner

Is firm certified as an MBE/WBE? Yes ✓ No ___ Is firm a Section 3 business? Yes ___ No ✓

Description of Work: Trucking Subcontract Amount: $ 1000 % of total subcontracts 10%

Subcontractor 2: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ___ No ___ Is firm a Section 3 business? Yes ___ No ___

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: ___

Subcontractor 3: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ___ No ___ Is firm a Section 3 business? Yes ___ No ___

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: ___

Please attach agreements with subcontractors.

If none of the above subcontractors are MBE firms, please describe the effort and outreach you made to attempt to subcontract with MBE firms:

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

I hereby acknowledge my understanding of the Minority Business Enterprise requirements for this project and certify that information provided is an accurate account of my firm's efforts to secure MBE participation for this project. I further understand that should my firm be the lowest and best bidder, we will be required to secure Minority Business Enterprise participation of 10% or more in the project or demonstrate a good faith effort by outreaching MBE's for subcontracts, materials and supplies. Failure to achieve 10% MBE participation or to document a good faith effort will result in the firm being ineligible for contract award.

Prime Contractor Signature: _____ Date: 3-12-24

Hamilton County, Ohio
Community Development Block Grant Program

CERTIFICATION – FEDERAL LOBBYING PROHIBITION DISCLOSURE

The undersigned certifies, to the best of their knowledge and belief that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certified this 6 day of March, 20 24.

By: Jeffrey K. Meurer President Representing: JK Meurer Corp.
(Typed Name and Title) (Firm or Agency)

Signature: _____

Executive Order 11246 EQUAL OPPORTUNITY CLAUSE

Projects funded (in whole or in part) under the Hamilton County CDBG Program are subject to Executive Order 11246. The "Nondiscrimination Clause" must be incorporated in each contract with a developer, supplier, prime contractor or subcontractor at any tier of the project.

NONDISCRIMINATION CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Additionally, the contractor will comply with the Department of Labor Regulations at 41 CFR Part 60-4 – Construction Contractors – Affirmative Action Requirements.

Section 109 of Title I of the Housing and Community Development Act of 1974

Projects funded (in whole or in part) under the Hamilton County CDBG Program are subject to the nondiscrimination clause of the Housing and Community Development Act of 1974 applies to all sections of Title I of the Act.

It states that:

> *No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of title 29 shall also apply to any such program or activity.*

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

March 6, 2024

Tiphanie Mays
Colerain Township
4200 Springdale Road
Colerain Township, OH

Re: ***Blanchetta Outdoor Basketball Courts***

Dear Tiphanie,

We are pleased to submit the attached proposal for the Blanchetta Outdoor Basketball Courts. Please reach out if you have any questions regarding Loveland Excavating and Paving's bid proposal.

Sincerely,

Eric Hazlett
President
Loveland Excavating and Paving

Colerain Township reserves the right to delete or change the quantity of any item listed.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT B

BLANCHETTA OUTDOOR BASKETBALL COURTS
SITE PLAN

BID GUARANTY AND CONTRACT BOND
(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **Ohio Heavy Equipment Leasing, LLC DBA Loveland Excavating & Paving, 260 Osborne Drive, Fairfield, Ohio 45014,** as Principal and **Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, Minnesota 55441** as Surety, are hereby held and firmly bound unto **Colerain Township, 4200 Springdale Road, Cincinnati, Ohio 45251,** hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on **March 6, 2024** to undertake the project known as: **Blanchetta Outdoor Basketball Courts.**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ _____ dollars ($_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void; otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this **6th** day of **March 2024.**

PRINCIPAL: Ohio Heavy Equipment Leasing, LLC DBA Loveland Excavating & Paving
BY: _____
Title: President

SURETY COMPANY ADDRESS:
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

SURETY:

Atlantic Specialty Insurance Company
BY: _____
Amanda L. Brumbaugh, Attorney-In-Fact

SURETY AGENT'S NAME & ADDRESS:

Marsh & McLennan Agency LLC
P.O. Box 37
Dayton, Ohio 45401

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/22/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

ATLANTIC SPECIALTY INSURANCE COMPANY

of New York is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Fidelity
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of $3,750,047,271, liabilities in the amount of $2,921,725,080, and surplus of at least $828,322,191.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

intact specialty solutions

Atlantic Specialty Insurance Company

Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets	
Investments:	
Bonds	$ 2,216,201
Preferred Stocks	-
Common Stocks	752,567
Mortgage Loans	-
Real Estate	-
Contract Loans	-
Derivatives	-
Cash, Cash Equivalents & Short Term Investments	306,498
Other Investments	20,805
Total Cash & Investments	3,296,071
Premiums and Considerations Due	332,718
Reinsurance Recoverable	39,231
Receivable from Parent, Subsidiary or Affiliates	2,250
All Other Admitted Assets	79,777
Total Admitted Assets	3,750,047

Liabilities and Surplus	
Liabilities	
Loss Reserves	$ 1,093,968
Loss Adjustment Expense Reserves	347,884
Total Loss & LAE Reserves	1,441,852
Unearned Premium Reserve	735,813
Total Reinsurance Liabilities	42,785
Commissions, Other Expenses, and Taxes due	68,767
Derivatives	-
Payable to Parent, Subs or Affiliates	-
All Other Liabilities	632,508
Total Liabilities	2,921,725
Capital and Surplus	
Common Capital Stock	9,001
Preferred Capital Stock	-
Surplus Notes	-
Unassigned Surplus	174,558
Other Including Gross Contributed	644,763
Capital & Surplus	828,322
Total Liabilities and C&S	3,750,047

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.

Notary Public

KERRI RIECHERS
Notary Public
Minnesota
My Commission Expires January 31, 2025

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Nicholas J. Bertke, Debra Brummett, Amanda L. Brumbraugh, Jennifer L. Eddy, Nicole A. Laber, Jennifer L. Salm, Katherine J. Scarberry, Macy L Sandilands**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of March, 2024

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

OHIO HEAVY EQUIPMENT LEASING, LLC

By DBA- Loveland Excavating & Paving

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION O
NON-COLLUSION AFFIDAVIT

To: Colerain Township, Ohio
Hamilton County, Ohio

Eric Hazlett
(Name of Individual)

OHIO HEAVY EQUIPMENT LEASING, LLC DBA - Loveland Excavating & Paving
(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, SHE, THEY) RESIDE AT

3912 Hollin Lane, Hamilton, OH 45013
(Residence Address)

AND THAT
OHIO HEAVY EQUIPMENT LEASING, LLC
(Name of Company)

260 OSBORNE DR. FAIRFIELD, OH 45014
(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF THE BOARD OF TRUSTEES, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF COLERAIN TOWNSHIP, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

Eric Hazlett President
Printed Name/Title

OHIO HEAVY EQUIPMENT LEASING, LLC
Company

Sworn to and subscribed in my presence on this 5 day of March, 20 24 by the above referenced person on behalf of the contractor or supplier.

Autumn B Hazlett
Notary Public
State of Ohio
My Commission Expires
May 31, 2028

Autumn B Hazlett
Notary Public

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION R
AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES AND POLITICAL CONTRIBUTIONS

To: Colerain Township, Ohio
Hamilton County, Ohio

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), being first duly sworn, as a condition to be considered for the reward of a contract by Colerain Township, Ohio for Blanchette Rosemont hereby states that such entity is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Hamilton County in which Colerain Township as a tax district has territory and that such entity was not charged with delinquent personal property taxes on any such tax list.

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), also further certifies that such entity is in compliance with ORC Section 3517.13(I) or 3517.13(J), whichever is applicable, relative to political contributions to public officials of Colerain Township, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Eric Hazlett President
Printed Name/Title

Ohio Heavy Equipment Leasing, LLC
Company

Sworn to and subscribed in my presence on this 5 day of March, 20 24 by the above referenced person on behalf of the contractor or supplier.

Autumn B Hazlett
Notary Public
State of Ohio
My Commission Expires
May 31, 2028

Autumn B Hazlett
Notary Public

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION S
LIST OF SUBCONTRACTORS

In compliance with the State of Ohio, Department of Transportation, Construction and Material Specifications, Section 108, the undersigned Bidder herewith sets forth the name, location and place of business and phone number of each Subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the *Contractor's total bid, or $10,000, whichever is greater, and the portion and percentage of the work which will be done by each Subcontractor.

SUBCONTRACTOR N/A	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

SUBCONTRACTOR N/A	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

SUBCONTRACTOR N/A	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

SUBCONTRACTOR N/A	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

SUBCONTRACTOR N/A	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ( )

*CONTRACTOR MUST PERFORM 50% OR MORE OR THE WORK.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION T
BIDDER'S QUESTIONNAIRE

1. Submitted By OHIO HEAVY EQUIPMENT LEASING, LLC Telephone 513-965-6600

   Principal Office Address 2160 OSBORNE DR. FAIRFIELD, OH 45014

2. Type of Firm:

   Corporate X Other _____

   Individual _____ Partnership _____

3a. If A Corporation, Please Answer These Questions:

   Date of Incorporation 5/1/96 State of Incorporation OHIO

   President's Name Eric Hazlett

   Vice-President's Name Sharon Nolen

   Secretary or Clerk's Name Bree Brock

   Treasurer's Name _____

3b. If A Partnership, Please Answer These Questions:

   Date of Organization _____ State Organized In _____

   Name of All Partners Holding More Than A 10% Interest:

   _____ _____ _____

   _____ _____ _____

   _____ _____ _____

   Designate Which Are General or Managing Partners:

4. Contractor's Representative Eric Hazlett

   Title President

   Alternate Doug Rogers Vp of Asphalt

Title DOUG ROGERS V.P. ASPHALT

BIDDER'S QUESTIONNAIRE

5. List Major Construction Projects Your Organization Has In Progress As Of This Date:

Owner	(A) PERFORMANCE FOODS	(B) JONES PROPERTIES
Project Location	FAIRFIELD	THROUGHOUT CINCINNATI
Type of Project	EXCAVATION, PAVING SEALCOAT.	PAVING, SEALCOAT. STRIPPING.
Contact Person	JOE ARMBRUST	JULIE PUGH
Telephone No.	(513) 874-3200	(513) 874-3737
Owner	(C)	(D)
Project Location		
Type of Project		
Contact Person		
Telephone No.		

6. List At Least Five Construction Projects Similar To The Project Defined In These Specifications, Which Your Organization Has Completed Within The Last Five Years:

Owner	(A) CITY OF MONTGOMERY	(B) CHCA
Project Location	ALL PARKS MONTGOMERY	SCHOOLS-SYMMES TWP.
Type of Project	PAVING, PATCHING, COLORCOATING, SEALCOATING	PAVING, PATCHING MARK BISHOP
Contact Person	DAN MILLER	
Telephone No.	(513) 505-1638	(513) 560-1402
Owner	(C)	(D)
Project Location		

Type of Project _____ _____

BIDDER'S QUESTIONNAIRE

Contact Person _____ _____

Telephone No. _____ _____

Owner (E) _____ (F) _____

Project Location _____ _____

Type of Project _____ _____

Contact Person _____ _____

Telephone No. _____ _____

Owner (G) _____ (H) _____

Project Location _____ _____

Type of Project _____ _____

Contact Person _____ _____

Telephone No. _____ _____

7. Have You Or Your Firm Or Any Principal In Your Firm Been Adjudged Bankrupt In Any Voluntary Or Involuntary Bankruptcy Proceeding Within The Last Ten Years? NO

If So, When And Where? _____

8. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any "Owner" Or Bonding Company Insuring Said "Owner" For Default On A Contract Within The last Ten Years? NO

If So, What Was The Disposition Of The Lawsuit? _____

_____

If The Lawsuit Is Still Pending, What Is The Case Number? _____

And The Court Of Jurisdiction? _____

BIDDER'S QUESTIONNAIRE

9. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any Subcontractor Or Material Supplier For Default On A Contract Within The Last Ten Years? NO

If The Lawsuit Is Still Pending, What Is The Case Number? _____

10. Has Any Bonding Company Refused To Bond You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? NO

If So, What Were The Circumstances? _____

11. Has A Bonding Company Been Required To Pay On A Bond Issued To You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? NO

If So, What Were The Circumstances? _____

12. Have You, Your Firm, Or Any Principal In Your Firm Had To Submit To Binding Arbitration To Resolve A Dispute Arising From A Contract Within The Last Ten Years? YES

If So, What Were The Circumstances? Difference of Opinion with General Contractor

13. Within The Last Ten Years Have You, Your Firm, Or Any Principal In Your Firm Been Penalized With Liquidated Damages For Failure To Complete The Terms Of A Contract Within The Specified Time? NO

If So, What Were The Circumstances?

14. Have You, Your Firm, Or Any Principal In Your Firm Been Penalized For Failure To Pay Prevailing Wages To Any Persons Performing Work Under A Contract, Including Subcontractors That Worked On Your Project Within The Last Ten Years? NO

If So, What Were The Circumstances? _____

_____

Provide Information Regarding Your Insurance Agent (s) Who Will Be Providing Insurance Certificates For This Project: Blanchetta Basketball Courts

Name Of Agent	(A) Kristie Feltner	(B) _____
Name of Firm	Marsh + McLennan Agency	_____
Address	6279 Tri Ridge Blvd	_____
	Suite 400	_____
	Loveland, OH 45140	_____
Telephone No.	_____	_____
Insurance Type	_____	_____

Provide Your Banking References:

Name Of Bank	(A) LCNB	(B) _____
Contact Person	David Stitsinger	_____
Address	230 Columbus Ave	_____
	Lebanon, OH 45036	_____
	_____	_____
Telephone No.	513-932-1414	_____

_____

Signature of Bidder

OHIO HEAVY EQUIPMENT LEASING, LLC
DBA - Loveland Excavating + Paving
Company Name

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT A

BID FORM/BLANCHETTA OUTDOOR BASKETBALL COURTS

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL
Excavation	800	SY	11.75	9400.00
Install 6" Gravel	800	SY	17.50	14,000.00
Install 2" Intermediate Asphalt	800	SY	16.75	13,400.00
Install 2" Asphalt Surface	800	SY	18.75	15,000.00
Install Basketball Hoops	6	EA	5360.00	32,160.00
Striping	1	LS	2630.00	2630.00

TOTAL: $ 86,590.00

Colerain Township reserves the right to delete or change the quantity of any item listed.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
ATTACHMENT A

BID FORM/PARKING LOT (ALTERNATE BID)

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL
Excavation	135	SY	15.00	2025.00
Install 8" Gravel	135	SY	21.00	2835.00
Install 2" intermediate asphalt	135	SY	20.00	2700.00
Install 2" surface Asphalt	135	SY	24.00	3240.00
Striping	1	LS	545.00	545.00

TOTAL: $ 11,345.00

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Execute a Contract with Adleta Construction for the 2024 Road Program for $2,080,060.61

Recommend ADOPTION of the Motion.

Rationale:

Each year, staff recommends to the Board of Trustees an updated 5-year Road Improvement Program. At the December 12, 2023 Board of Trustees Meeting, the new 5-year plan, including years 2024 through 2028, was approved.

The 2024 project was prepared for formal competitive bidding between March 6 through March 20, 2024, with five (5) bids received. Staff recommends that the bid be awarded to Adleta Construction, which was the lowest and best bidder. Bid tabulations are summarized on the attached sheet. A contractual appropriation is requested for Adleta Construction in the amount of $2,080,060.61.

This project is outlined in the 2024 budget at an amount of $2,215,839.00.

All Bids

Business	Opened at	Status	Bid Alternate Total	Bid Total
Adleta Construction	2024-03-20 14:00:44 UTC	Responsive		$2,080,060.61
R.A. Miller Construction Co.	2024-03-20 14:00:47 UTC	Responsive		$2,258,393.51
John R. Jurgensen Co.	2024-03-20 14:00:50 UTC	Responsive		$2,270,317.41
Rack and Ballauer Excavating Co Inc	2024-03-20 14:00:49 UTC	Responsive		$2,432,667.41
Prus Construction Co.	2024-03-20 14:00:45 UTC	Responsive		$2,555,822.36

		Adleta Construction		R.A. Miller Construction Co.		John R. Jurgensen Co.		Rack and Ballauer Excavating Co Inc		Prus Construction Co.	
Item	**Quantity**	**Price**	**Extension**	**Price**	**Extension**	**Price**	**Extension**	**Price**	**Extension**	**Price**	**Extension**
BID FORM											
254 - WEARING COURSE - S.Y	28,299	$4.04	$114,327.96	$3.50	$99,046.50	$3.00	$84,897.00	$3.50	$99,046.50	$4.25	$120,270.75
442 - ASPHALT SURFACE COURSE, 12.5 MM, TYPE A (448) - C.Y	1,294	$211.00	$273,034.00	$262.00	$339,028.00	$244.00	$315,736.00	$260.00	$336,440.00	$222.00	$287,268.00
441 - ASPHALT INTERMEDIATE COURSE - C.Y	1,294	$188.00	$243,272.00	$225.00	$291,150.00	$208.00	$269,152.00	$215.00	$278,210.00	$198.00	$256,212.00
611 - STORM MANHOLE SHIM RING - EACH	0	$250.00	$0.00	$825.00	$0.00	$300.00	$0.00	$250.00	$0.00	$350.00	$0.00
611 - STORM MANHOLE BRICK AND MORTAR - EACH	26	$787.50	$20,475.00	$825.00	$21,450.00	$750.00	$19,500.00	$1,225.00	$31,850.00	$1,300.00	$33,800.00
611 - SANITARY MANHOLE SHIM RING - EACH	0	$250.00	$0.00	$825.00	$0.00	$300.00	$0.00	$250.00	$0.00	$400.00	$0.00
611 - SANITARY MANHOLE PRECAST RING - EACH	44	$787.50	$34,650.00	$825.00	$36,300.00	$750.00	$33,000.00	$1,350.00	$59,400.00	$960.00	$42,240.00
611 - SANITARY MANHOLE RECONSTRUCT (B&M) - EACH	3	$1,207.50	$3,622.50	$1,265.00	$3,795.00	$1,150.00	$3,450.00	$1,350.00	$4,050.00	$3,500.00	$10,500.00
611 - WATER VALVE SHIM RING - EACH	0	$250.00	$0.00	$0.00	$0.00	$300.00	$0.00	$150.00	$0.00	$900.00	$0.00
608 - SIDEWALK RAMPS 5" - S.F	3,050	$10.55	$32,177.50	$14.30	$43,615.00	$17.00	$51,850.00	$16.75	$51,087.50	$22.00	$67,100.00
608 - SIDEWALK 5" - S.F	80	$13.25	$1,060.00	$12.20	$976.00	$14.40	$1,152.00	$18.75	$1,500.00	$25.00	$2,000.00
452 - DRIVEWAY APRONS 7" - S.F	3,400	$11.90	$40,460.00	$12.00	$40,800.00	$13.60	$46,240.00	$13.50	$45,900.00	$14.75	$50,150.00
609 - TYPE 3 CURB REPLACEMENT - L.F	22,732	$35.25	$801,303.00	$36.00	$818,352.00	$40.00	$909,280.00	$39.00	$886,548.00	$43.75	$994,525.00
609 - TYPE 3 PARTIAL CURB REPLACEMENT - L.F	0	$80.00	$0.00	$75.00	$0.00	$100.00	$0.00	$80.00	$0.00	$62.00	$0.00
611 - SINGLE CATCH BASIN RECONSTRUCT - EACH	22	$2,016.00	$44,352.00	$2,310.00	$50,820.00	$2,100.00	$46,200.00	$3,225.00	$70,950.00	$4,500.00	$99,000.00
611 - SINGLE CATCH BASIN REHABILITATE - EACH	13	$1,207.00	$15,691.00	$1,650.00	$21,450.00	$1,500.00	$19,500.00	$2,925.00	$38,025.00	$3,500.00	$45,500.00
611 - SINGLE CATCH BASIN ADJUSTMENT - EACH	0	$1,200.00	$0.00	$0.00	$0.00	$2,700.00	$0.00	$950.00	$0.00	$1,700.00	$0.00
611 - DOUBLE CATCH BASIN RECONSTRUCT - EACH	8	$2,422.00	$19,376.00	$2,970.00	$23,760.00	$2,700.00	$21,600.00	$4,175.00	$33,400.00	$4,900.00	$39,200.00
611 - DOUBLE CATCH BASIN REHABILITATE - EACH	21	$1,585.00	$33,285.00	$1,980.00	$41,580.00	$1,800.00	$37,800.00	$3,950.00	$82,950.00	$4,000.00	$84,000.00
611 - DOUBLE CATCH BASIN ADJUSTMENT - EACH	0	$1,800.00	$0.00	$0.00	$0.00	$5,000.00	$0.00	$1,200.00	$0.00	$2,000.00	$0.00
SPL - FULL DEPTH ASPHALT REPAIR - S.Y	1,445	$81.00	$117,045.00	$95.00	$137,275.00	$87.00	$125,715.00	$95.00	$137,275.00	$60.00	$86,700.00
SPL - CONCRETE JOINT REPAIR - S.F	0	$20.00	$0.00	$0.00	$0.00	$50.00	$0.00	$15.00	$0.00	$175.00	$0.00
SPL - UNDERCUT (PER DETAIL IF NEEDED) - S.Y	630	$45.00	$28,350.00	$45.00	$28,350.00	$42.00	$26,460.00	$35.00	$22,050.00	$105.00	$66,150.00
SPL - ASHPALT REJUVENATION - S.Y	28,404	$1.26	$35,789.04	$1.35	$38,345.40	$1.20	$34,084.80	$1.20	$34,084.80	$1.50	$42,606.00
SPL - 4" UNDERDARIN - L.F	300	$17.30	$5,190.00	$25.00	$7,500.00	$28.00	$8,400.00	$20.00	$6,000.00	$32.00	$9,600.00
SPL - 6" SDR 35 COLLETOR LINE - L.F	300	$41.00	$12,300.00	$35.00	$10,500.00	$40.00	$12,000.00	$32.00	$9,600.00	$49.00	$14,700.00
SPL - CONTINGENCY - L.S	1	$204,300.61	$204,300.61	$204,300.61	$204,300.61	$204,300.61	$204,300.61	$204,300.61	$204,300.61	$204,300.61	$204,300.61
27 Items	**Totals**		$2,080,060.6		$2,258,393.51		$2,270,317.41		$2,432,667.41		$2,555,822.36

COLERAIN
TOWNSHIP ~ OHIO

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

March 26,2024

Tim Adleta
Adleta Construction
389 S Wayne Ave
Cincinnati, Oh 45215

At their March 26, 2024 Board Meeting the Colerain Township Board of Trustees awarded the contract for Road Improvements Contract 24-1 to Adleta Construction Co., Inc. the lowest bidder meeting specifications.

The following items shall be submitted before or at the Pre-Construction Meeting.

- Worker's Compensation certificate
- Liability Insurance certificate
- Construction Schedule
- List of Subcontractors
- List of Hamilton County approved dumpsite location (s) you propose to use.
- Job Mix Formula (JMF)
- List of day and evening phone numbers of all persons involved.
- MSDS Sheets

To be signed at the Pre-Construction meeting

- Escrow Agreement or waiver
- Contract

Sincerely,

Jeff Weckbach
Township Administrator

NOTICE OF COMMENCEMENT
PUBLIC IMPROVEMENT SECTION 1311.252 ORC

The undersigned, Jeff Weckback, Administrator, Colerain Township, first being sworn, gives the following information with respect to the indicated public improvement:

1. The name of the public improvement is the 24-1 Road Improvements
2. The public improvement is located in Colerain Township, Hamilton County, Ohio.
3. The project number for the public improvement is #24-1
4. The name and address of this public authority is as follows.
   Colerain Township Administration
   4200 Springdale Road
   Colerain Township, Ohio 45251

5. The name and address of all principal Contractors working on the public improvement, the trade of each principal Contractor, and the name and address of the surety for each principal Contractor are as follows.

   Tim Adleta
   Adleta Construction
   389 S Wayne Ave
   Cincinnati, Oh 45215

   Trade: Heavy Highway

   Surety
   Great American Insurance Company
   301 East Fouth Street
   Cincinnati, Oh 45202

6. Date of Notice of Commencement: _____ 2024

7. The name and address of the representative of the public authority for the purposes of serving the lien affidavit are as follows.

   Jeff Weckbach
   Colerain Township Administrator
   4200 Springdale Road
   Colerain Township, Ohio 45251

_____
(Signature of Affiant)

County of Hamilton
State of Ohio

Sworn to before me, a Notary Public, this _____ day of _____, 2024 by _____, _____, of _____, on behalf of the public authority.

_____
Notary Public

Ohio | Department of Taxation
tax.ohio.gov

Reset Form

STEC CC
Rev. 11/14

Sales and Use Tax
Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name: Colerain Township

Exact location of job/project: Road Contract 24-1

Name of job/project as it appears on contract documentation: 24-1 Road Improvements

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

☐	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	☐	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
☑	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	☐	A computer data center entitled to exemption under R.C. 122.175;
☐	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☐	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐	A house of public worship or religious education;		
☐	The original construction of a sports facility under R.C. section 307.696;	☐	A hospital facility entitled to exemption under R.C. section 140.08;
☐	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	☐	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor
Name: Adleta Construction
Signed by:
Title:
Street address: 389 S Wayne Ave
City, state, ZIP code: Cincinnati, Ohio 45215
Date:

Owner/Contractee
Name: Colerain Township
Signed by:
Title: Administrator
Street address: 4200 Springdale Rd
City, state, ZIP code: Cincinnati, Ohio 45251
Date:

Subcontractor
Name:
Signed by:
Title:
Street address:
City, state, ZIP code:
Date:

Political Subdivision
Name: Colerain Township
Signed by:
Title: Administrator
Street address: 4200 Springdale rd
City, state, ZIP code: Cincinnati, Oh ,45251
Date:

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Motion Directing Township Administrator to Sign the 2025 Storm Water District Level of Service and Estimated Service Fee Form

Staff seeks guidance on whether or not to sign the 2025 Storm Water District Level of Service and Estimated Service Fee Form

Rationale:

Each year the Hamilton County Storm Water District provides the township with Minimum Control Measures to keep us in compliance with state and federal laws related to storm water. Each household in Colerain Township pays $15.14 per year to the Hamilton County Storm Water District for this service. It is estimated that Township Residents as a whole will pay $513,246 for these services in 2025. Townships in Hamilton County are not permitted by law to establish their own Storm Water District as nearly every other city in the county has done. There is a sense that the minimum control measures could be provided at a lower cost to Township residents under a different model. There is also a concern that none of the dollars paid by Colerain Township residents result in projects that decrease the quantity of storm water runoff or increase the water quality of storm water. The Township has very real storm water needs and is spending half of a million dollars to be a part of a storm water district that may be able to provide more value for the money spent under a different model. While it does not appear to matter whether or not the Level of Service Form is signed, not signing it would raise awareness of the issues associated with the District and the need to reevaluate the services the District provides.

Hamilton County Storm Water District

Administered by the Hamilton County Engineer's Office – Eric Beck, County Engineer
in partnership with the Hamilton County Soil and Water Conservation District
the Hamilton County Department of Planning & Development,
and the Hamilton County Public Health Department

Website: http://www.hcswd.org

Storm Water District Level of Service (LOS) and Estimated Service Fees for 2025
Please respond by Monday, April 15, 2024.

District Services: The Hamilton County Storm Water District (District) is offering the same levels of service in the 2025 program year as were offered to Co-Permittee Jurisdictions in 2024. The table below presents a summary of the federal and state required Minimum Control Measure (MCM) permit compliance services the District performs on behalf of your Township. These activities are reported to Ohio EPA.

Fees: Estimated service fees per SFU remain unchanged from the 2024 program year. The total annual service fee amount may change for your township from last year if there has been an increase/decrease in SFUs – typically associated with development or redevelopment activities.

Acknowledge receipt of this notification and its contents by obtaining the signature of an authorized representative of your community.

Jurisdiction Name: Colerain Township **Estimated SFU's: 33,900**	**Estimated Service Fee ($/SFU)**	**Estimated Total Annual Service Fee ($)**
Hamilton County Storm Water District Permit Compliance Services		
District-wide Permit Activities • Public Education and Outreach (MCM 1) • Public Involvement and Participation (MCM 2) • Good Housekeeping and Pollution Prevention (MCM 6)	$3.68	$124,752
Local Illicit Discharge Detection and Elimination (IDDE) Services (MCM 3)	$2.37	$80,343
Local Development Plan Review, Approval, and Inspection Services • Construction Site Runoff Control (MCM 4) • Post-Construction Storm Water Management (MCM 5)	$1.16	$39,324
Local Input to Districtwide System GIS Map Development, Updates, and Maintenance • Storm Sewer and Home Sewage Treatment System Mapping (MCM3)	$0.92	$31,188
Estimated Total for Storm Water Phase II Permit Services	$8.13	$275,607
Estimated Total for Existing Hamilton County Planning and Development Services	$7.01	$237,639
Estimated Total for 2025 Services	**$15.14**	**$513,246**

BILLING PREFERENCE: Service fees for this work will be collected through the property owner tax bills in your community ***unless you direct otherwise***.

Please sign and e-mail the completed form to the District's support staff at dotyje@cdmsmith.com.

Print Name	**Signature**	**Date**

A District representative will contact you to verify receipt of this form and to confirm 2025 elections.

If you have any questions or concerns while completing this form, please contact Todd Long, Program Director, by phone at (513) 946-4254 or email at Todd.Long@hamilton-co.org.

DEVELOPMENT

Department:	Administration
Department Director:	David Miller, Director of Development
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Motion to Set Public Hearing on April 9, 2024 at 7PM for Text Amendment for Group Homes
Recommend ADOPTION of the Motion.

Rationale:
This text amendment will consider changes to the existing language in the zoning code related to group homes.

COLERAIN
TOWNSHIP ~ OHIO

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Receipt of Zoning Commission's Recommendation:	Board of Trustees
Case #:	Zoning Commission CZC-24-1
Request:	Zoning Text Amendment
Meeting Date:	March 26, 2024
Prepared by:	David Miller, Development Director

Request:

That the Colerain Township Board of Trustees accepts the following as their receipt of the Colerain Township Zoning Commission's recommendation of APPROVAL for the proposed Zoning Text Amendment re: Group Homes which was presented at a public hearing to the Colerain Township Zoning Commission on February 20, 2024 as case CZC-24-1.

Furthermore, it is requested that the Colerain Township Board of Trustees schedule a public hearing on the matter for April 9, 2024.

Respectfully submitted for the Colerain Township Board of Trustees' consideration,

David L. Miller
Development Director

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Resolution Authorizing the Adoption of Permanent Appropriations

Recommend ADOPTION of the Motion.

Rationale:

The final step in the 2024 Strategic Plan and Budget process is the adoption of permanent appropriations. Adoption of the resolution would increase appropriations by $2,349,781 over temporary appropriations. Most of this increase- $1,576,875- is in two TIF funds, the Kroger TIF and the Rumpke TIF. These increases would align resources with appropriations, so that the Township can comply with the terms of the bond indentures for each project.

Some of the other major changes in appropriations:

- Increase in Fund 1000 (General Fund) of $150,868 for a variety of purposes, including the repayment of the deposit for 9929 Capstan, improvements to the Township parking lot, and software for TIF District monitoring.
- Increase in Fund 2011 (Motor Vehicle License Tax) of $100,0000 for the road program.
- Increase in Fund 2111 of $83,088 for the installation of geothermal at the new fire stations (the Township will be reimbursed for this expense through a federal tax credit).
- Increase in Fund 2231 (Permissive Motor Vehicle License Tax) of $284,401, primarily for the road program.
- Increase in Fund 2911 (Parks) of $70,245 for safety repairs and other improvements at Township parks.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the __ day of March 2024, 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. _____ - 24

RESOLUTION AUTHORIZING THE ADOPTION OF PERMANENT APPROPRIATIONS AND THE 2024 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, 2024, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2024 APPROPRIATIONS
1000	General Fund	$8,610,100
2011	Motor Vehicle License Tax	$564,400
2021	Gasoline Tax	$424,799
2031	Road and Bridge	$1,779,537
2081	Police District	$11,965,300
2111	Fire District	$17,649,523
2181	Zoning	$550,765
2231	Permissive Motor Vehicle License Tax	$1,048,360
2261	Law Enforcement Trust	$90,000
2271	Enforcement and Education	$4,000
2274	American Rescue Plan	$368,714
2281	Ambulance And Emergency Medical Services	$1,467,034
2401	Special Assessment - Lighting Districts	$167,360
2402	CDBG Sidewalk Maintenance Fund	$30,000
2901	TIF - Kroger	$604,000
2902	Recycling Incentive	$122,790
2903	TIF - Colerain Towne Center	$1,550,000
2904	TIF - Duke	$149,000
2905	TIF- Northridge	$2,000
2906	Sidewalk Waiver	$30,000
2908	CDBG Com Dev Block Grant	$90,000
2911	Parks & Services	$1,540,992
2912	Community Center	$316,735
2913	TIF- Abbeytown	$3,900
2914	TIF- Hunter’s Ridge	$63,500

2915	TIF- Lake Gloria	$32,250
2916	TIF- Crosley Meadows	$3,000
2917	TIF- Copper Creek	$3,000
3101	Bond Retirement	$1,180,925
4101	Capital Project- Fire Fund	$814,280
6001	Self-Insurance Fund	$2,138,850

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 March 2024.

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 March 2024. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

_____

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Resolution Requesting the Auditor's Approval to Create Tax Increment Financing Funds - Pottinger, Zillig, Dunlap Grove

Recommend ADOPTION of the Resolution.

Rationale:

The Board of Trustees previously created three tax increment financing districts to capture the economic benefit of three development projects in the Township. The Pottinger and Dunlap Grove TIFs were placed over two residential developments, and the Zillig TIF was placed over a commercial development on Blue Rock Road. This Resolution would authorize staff to seek approval from the Auditor of State to create Funds to account for the financial activity of each TIF.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the _____ day of March 2024, 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.: _____-24

RESOLUTION REQUESTING THE AUDITOR'S APPROVAL TO CREATE TAX INCREMENT FINANCING FUNDS

WHEREAS, the Colerain Township Board of Trustees acknowledge, pursuant to Ohio Rev. Code §5705.12, the Township must submit a Request for Fund Approval to the Auditor of State, when the creation of the fund is not specifically authorized by statute, or, in situations when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity.

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

1. Colerain Township Board of Trustees hereby orders the Fiscal Officer of Colerain Township submit the "Requests for Fund Approval" to the Auditor of State.

2. Colerain Township Board of Trustees hereby orders that, upon approval by the Auditor of State, the Fiscal Officer of Colerain Township shall create three new tax increment financing funds named Fund ____, TIF- Pottinger, Fund ____, TIF- Zillig, and Fund ____, TIF- Dunlap Grove.

3. This Resolution is hereby declared to necessary for the preservation of the public peace, health, safety, and welfare of the Township; and

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

5. 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 March 2024.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

_____
Lawrence E. Barbiere (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
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 March 2024.

_____

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department:	Administration
Department Director:	Jeff McElravy, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Discussion and Potential Action - Capital Reserve Allocation

Staff does not recommend adding to the capital reserve in 2024.

Rationale:

Based on the final review of General Fund performance in 2023 compared to budgeted revenues and expenses, the General Fund operated with a net surplus of approximately $212,000.

For historical perspective, the Capital Reserve was first established in 2023 and has a balance of $1,175,633. The Trustees adopted a change to their rules of meeting procedures that requires a review of the Capital Reserve with the adoption of Permanent Appropriations each year.

Given the failure of the police levy and the potential need for liquidity in the future, staff is not recommending that any dollars be allocated to the capital reserve in 2024.

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Motion to Approve a Product Support Agreement with Secure Cyber Defense

Recommend ADOPTION of the Motion.

Rationale:

This agreement would allow the Township to continue to receive product support for its firewall, which is critical for network security. The agreement would expire in June of 2027 and the total cost is $18,400.

SECURECYBER
DEFENSE

We have prepared a quote for you

Switch and FortiGate Renewal-3YR

Quote # 002122
Version 1

Prepared for:

Colerain Township

Robert Shepherd
rshepherd@colerain.org

201 Tyler Way
Moraine, OH 45439
www.secdef.com
(937) 388-4405

SECURECYBER DEFENSE

3-Year Renewal

Description	Price	Qty	Ext. Price
Fortinet Product Support Fortinet Product Support, as follows: - Device: FortiGate 100F and 18 switches - Support Type: 3-Year Renewal - Co-Term Expiration Date: 6/27/2027 - Support Detail: 24x7 Support and FortiGate Enterprise (Renewal Term Cost) FS1E24TF23001390 S148FFTF23021600 S148FFTF23020816 FG100FTK19021129 S148FFTF23017669 S148FFTF23019056 S148FFTF23021521 S148FFTF23019818 S148FFTF23020996 S148FFTF23021024 S148FFTF23021036 S148FFTF23021137 S148FFTF23021453 S148FFTF23021483 S148FFTF23021513 S148FFTF23021881 S148FFTF23019700 S148FFTF23019729 S148FFTF23018633	$18,400.00	1	$18,400.00

Subtotal: **$18,400.00**

201 Tyler Way
Moraine, OH 45439
www.secdef.com
(937) 388-4405

SECURECYBER DEFENSE

Switch and FortiGate Renewal-3YR

Prepared by:

Secure Cyber Defense

Kyle Zech
937-369-6810
kzech@secdef.com

Prepared for:

Colerain Township

4200 Springdale Road
Colerain Township, OH 45251
Robert Shepherd
(513) 923-5007
rshepherd@colerain.org

Quote Information:

Quote #: 002122

Version: 1
Delivery Date: 03/11/2024
Expiration Date: 04/10/2024

Quote Summary

Description	Amount
3-Year Renewal	$18,400.00
Total:	**$18,400.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All managed service contracts are a minimum of 1 year unless otherwise noted.

Secure Cyber Defense

Signature: Kyle Zech

Name: Kyle Zech

Title: Sales Manager

Date: 03/11/2024

Colerain Township

Signature:

Name: Robert Shepherd

Date:

ADMINISTRATION

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Motion Authorizing Township Administrator to Execute Agreement with Kleingers for $28,000 for Utility Plans for Demolition of Sears

Recommend ADOPTION of the Motion.

Rationale:

The next step in the redevelopment of the Sears property will be to have a full set of utility plans drawn by a certified engineer that show where the existing connections are, joint utilities, and vehicular movement easements. This work will cost $28,000 and provide the Township with the necessary plans to demolish the building. The Township will subsequently apply for a grant to cover these costs, if the proposal is accepted.

THE KLEINGERS GROUP

COLERAIN TOWNSHIP

NORTHGATE MALL REDEVELOPMENT

COLERAIN TOWNSHIP
Attention: Jeff Weckbach
Township Administrator
4200 Springdale Road
Colerain Township, Ohio 45251

March 18, 2024

THE KLEINGERS GROUP

CINCINNATI
DAYTON
COLUMBUS
AKRON
LOUISVILLE
TAMPA/ST. PETE

6219 Centre Park Drive
West Chester, OH 45069
p: 513.779.7851
f: 513.779.7852
www.kleingers.com

AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

Prepared By Kevin Elliott Date 3-18-24

Project Information

Project Name: Northgate Mall Redevelopment
Project #: 240264.000
General Location: Northgate Mall Previously Sears Store, Colerain Ave, Cincinnati, OH 45251
General Description: Prepare ALTA Survey, Underground Utility locates and Demolition Plans

Client Information

Contact Name: Jeff Weckbach
Firm / Agency: Colerain Township
Address: 4200 Springdale Road
Colerain Township, OH 45251
Phone: 513-923-5016
E-mail: jweckbach@colerain.org

Scope of Services

☐ Consultation	☐ Location Plan	☐ Traffic Counts	☐ Topographic Survey	☐ Easement Documents
☐ Feasibility / Due Diligence	☐ Grading Plan	☐ Traffic Analyses	☒ Boundary Survey	☐ Survey Plat
☐ Concept Plan	☐ Utility Plan	☐ Drainage Study	☐ Construction Layout	☐ Plot Plan
☒ Construction Drawings	☐ Landscape Plan	☐ Permitting	☒ Other ALTA Survey	

Additional Information: See Attached Exhibit A

Fee Arrangement

BASE FEE

☐ Hourly - Services will be invoiced each period for time expended at our standard hourly rates.

The estimated fee (amount or range) for this project is: _____

This figure is provided for your general reference. The total amount invoiced may exceed this amount, depending on the total effort actually required to complete the scope of services.

The maximum (Not To Exceed) fee for this project is: _____

☒ Fixed Fee - The amount invoiced each period for services will be a portion of the base fee equivalent to the percent of work completed during that period.

The base fee for this project is: see attached Exhibit A

EXPENSES

☐ In addition to the Base Fee, Client agrees to reimburse The Kleingers Group the amount advanced for reproductions, delivery charges, mileage, and/or any other direct expense incurred on behalf of the project.

Costs for reproductions, delivery charges, mileage, and/or similar expenses are included within the Base Fee amount unless otherwise specified. Permit fees, if any, are not included within the Base Fee and will be paid by the Client.

SCHEDULE

☒ Work will commence:

☐ Immediately, based on your ☐ verbal / ☐ email authorization. Please notify us immediately if this proposal does not match your understanding of the project. Return a signed copy of the agreement for our records.

☒ Upon receipt of a signed copy of this Agreement.

☐ Upon receipt of a retainer in the amount of: $ _____

☒ Within 10-15 days of receipt of a signed copy of this agreement

Expected duration of Services: _____

AUTHORIZATION

Your signature on the last page of this document or other direction to proceed with the outlined Scope of Services indicates you understand and agree with the above information as well as the Terms and Conditions on the following pages.

Terms and Conditions

SERVICES PROVIDED
The Kleingers Group, Inc., the "Consultant", agrees to perform the professional services (the "Project") as described in the preceding paragraphs and referenced documents for the "Client",

Colerain Township

The Client agrees to:

- Provide full information as to his requirements for the Project prior to commencement of work on the Project;
- Assist Consultant by placing at his disposal all available information pertinent to the Project;
- Authorize and guarantee access to the project location and make all provisions for Consultant to enter upon private property, if required, to perform his services under this Agreement;
- Provide and pay for any and all legal, accounting, and insurance counseling services, technical reports, laboratory tests, and governmental permits that may be necessary for the Project;
- Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;
- Promptly compensate Consultant for services rendered under this Agreement as outlined in the preceding and subsequent paragraphs; and
- Promptly review and act on all submissions made to him by Consultant.

TIME OF COMPLETION
Consultant agrees to perform the outlined Scope of Services within the periods specified from receipt of Authorization to Proceed – exclusive of review time and time to complete review responses. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

COMPENSATION
For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation outlined in this Agreement. Client will be invoiced each month for any work performed during the period. Payment is due within 30 days of the invoice date. Accounts outstanding past the due date every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

STANDARD OF CARE
Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

INDEMNIFICATION / LIMITATION OF LIABILITY
The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

In addition, the Client agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal, or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant's insurance proceeds up to the greater of:
$ 50,000.00 or the Consultant's total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONSEQUENTIAL DAMAGES
Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

FORCE MAJEURE
Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

TERMINATION OF CONTRACT
In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION
In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all

agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this Agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof. Should litigation or arbitration occur between the two parties relating to the provisions of the Agreement, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense / prosecution of the claim, including staff time, court costs, attorney fees, and other claim-related expenses.

OWNERSHIP AND COPYRIGHT OF DOCUMENTS
All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such instrument of Consultant's professional service by Client or any other third party entity or individual, without Consultant's written permission, shall be at Client's sole risk. Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse by Client or third party entity or individual acting under the direction of the Client. In no event will the Consultant be responsible for the consequences of any such unauthorized modification or reuse of the instruments of Consultant's professional service.

FREE PUBLICITY
Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility. Client also agrees to cite the name of Consultant as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant's brand and involvement in the project.

USE OF ELECTRONIC MEDIA
Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic, or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

OPINIONS OF COST
When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

JOBSITE SAFETY DISCLAIMER
Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SEVERABILITY
If any term or provision hereof is illegal or invalid for any reason whatever, such illegality of invalidity shall not affect the validity of the remaining terms of this Agreement.

ASSIGNMENT OF AGREEMENT
Neither Client nor Consultant shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

EEO
The Kleingers Group supports an Affirmative Action Program. During the performance of this contract, the Consultant intends to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.

Authorization

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representations, effective as of the Effective Date listed below.

The Kleingers Group, Inc.	**Client:** Colerain Township
Kevin Elliott	
SIGNED	SIGNED
Kevin Elliott	
PRINTED	PRINTED
Group Leader	
TITLE	TITLE
3-18-24	
DATE SIGNED	DATE SIGNED / AGREEMENT "EFFECTIVE DATE":

THE KLEINGERS GROUP

CINCINNATI
DAYTON
COLUMBUS
AKRON
LOUISVILLE
TAMPA/ST. PETE

6219 Centre Park Drive
West Chester, OH 45069
p 513.779.7851
f 513.779.7852
www.kleingers.com

Northgate Mall
Professional Land Surveying and Engineering Services

ALTA/NSPS Land Title Survey

- Research the public records at the Hamilton County offices and obtain copies of pertinent deeds, plats, and surveys for parcel no. 510-0103-0164, containing approximately 12.5 acres.
- Perform field reconnaissance and locate evidence (monumentation, fences, etc.) of existing boundary lines and corners.
- Resolve the location of the subject boundary lines and corners through analysis of the recovered record and field data.
- Monument the corners of the subject property in accordance with Ohio Administrative Code 4733-37 (Minimum Standards for Boundary Surveys).
- Review a title commitment (and supporting documents) as supplied by others.
- Perform additional field surveying and generate a "plat of survey" in accordance with the current (2021) ALTA/NSPS Land Title Survey Specifications, including Items 1-4, 7(a), 7(b1), 7(c), 8, 9, 11(a), 13 and 16-18 of the optional Table "A" as attached hereto. The survey will be provided in PDF format. Signed and sealed hard copies can also be provided if required.

Proposed Fee: *$9,900*

Private Utility Location Service

- Locate / Mark out utilities in designated area using ground-penetrating radar (350, 400 or 450MHz antenna), electromagnetic, and/or sonde locating equipment.
- May not be able to locate sewers depending on size and access. Included equipment can locate sewers up to approximately 8"-10". If larger, a tractor camera may be needed which is NOT included in this price.
- If utilities are non-metallic and tracer wires/tape are not installed, all efforts will be made to locate these items with ground-penetrating radar (GPR) and/or locating sondes, but results cannot be guaranteed.
- GPR is limited by high-conductivity materials such as clay, rocky, and salt contaminated soils. It also needs a fairly open and flat area to conduct the survey. How deep and what utilities, UST's, voids, etc. you will see depends on these factors.
- Sandy and dry soils are ideal.
- All utilities located will be indicated on the ground with marking flags and/or paint as per the national color code.
- A non-survey grade, color coded map will be provided.
- Depths can be given UPON REQUEST but are NOT guaranteed.

Proposed Fee: *$2,700*

Commercial Title Services

- Contract a commercial title company to perform a 75 year title exam and provide a title commitment.

Proposed Fee: *$4,800*

© 2024 The Kleingers Group

Construction Documents

Prepare construction drawings in accordance with typical jurisdictional requirements. Coordinate site elements with utility owners for proper shut off locations and processes. Construction drawings shall include the following items as necessary:

Demolition Plan –

- Provide detailed demolition plans denoting items to be removed, relocated, salvaged and or protected. Indicate limits of demolition.
- Investigate to gather an understanding of how utility/easement removal affects remainder of the development
- Identify utility shut off locations and removal with owner/MEP coordination
- Provide specifications and direction for said removal and/or abandonment.

Proposed Fee: *$10,600*

Total Proposed Fee: ***$28,000***

© 2024 The Kleingers Group

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Motion Authorizing Township Administrator to Execute Agreement with Dinsmore for Additional Sears Legal Analysis

Recommend ADOPTION of the Motion.

Rationale:

The first phase in the redevelopment of the Northgate Mall and Sears properties will require legal review and negotiations with all owners that are party to the original and amended operating agreements that currently exist.

Dinsmore was one of three firms that Colerain Township received quotes from for legal work associated with this redevelopment effort (the other firms were Taft Law and Thompson Hine LLC). Given Dinsmore's existing portfolio and demonstrated success in this nuanced area of law, staff engaged with Dinsmore for an initial analysis of the operating agreement. This contract is found on the consent agenda. The final cost of this work was under budget at $6,510.

Dinsmore

Legal Counsel.

DINSMORE & SHOHL LLP
255 East Fifth Street ^ Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Richard D. Porotsky, Jr.
(513) 977-8256 (direct) ^ (513) 977-8141 (fax)
richard.porotsky@dinsmore.com

March 14, 2024

VIA EMAIL @ jweckbach@colerain.org
Colerain Township
Attn: Jeff Weckbach, MPA
Township Administrator
4200 Springdale Road
Colerain Township, OH 45251

Re: Northgate Mall

Dear Jeff:

We've enjoyed working with you on this important project to date. Per your request, we submit this addendum to our initial engagement letter (attached). The initial engagement letter was limited in scope and in budget. By signing below you agree to continue your engagement with Dinsmore for additional phases of work (broader scope and broader budgetary authority beyond the initial $10,000 cap on the first phase). We understand that you will be requesting trustee approval for this addendum.

The scope of work shall now include all further advice and legal work as may be requested by Colerain Township on issues related to Northgate Mall property and the former Sears site. We understand that you will be our point of contact for requesting and receiving the specific advice and legal work. Colerain Township may request an estimated budget for any upcoming work at any time. When budgets are requested and provided for specific phases, Dinsmore attempts to honor them and keep its clients informed of budgetary updates as reasonably as possible; however, budgets are not guaranteed caps, and given the ongoing nature of the work, with more phases likely, it is expected and understood that there is no specific budgetary cap. We look forward to working with you on this important project going forward.

Please sign below to indicate agreement to the addendum by Colerain Township.

Sincerely,

Richard Porotsky

Richard D. Porotsky, Jr.

AGREED AND ACCEPTED:

_____
Colerain Township, By Jeff Weckbach, Township Administrator (per approval of Township Trustees)

cc: Richard Tranter, Esq. (via email)

ADMINISTRATION

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Motion to Release Deposit of $15,000 for 9929 Capstan Demolition to Mark and Pam Mendenhall

Recommend ADOPTION of the Motion.

Rationale:

The Township entered into an agreement with the Mendenhall's to allow the Mendenhall's to rehab and renovate 9929 Capstan in lieu of demolition of the property. That agreement was extended to require completion of the project by March 5, 2024. Staff has reviewed the property and the requirements set forth in the agreement and has determined that all provisions of the agreement have been completed.

ADMINISTRATION

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Discussion and Potential Action - 2864 Houston

Staff seeks direction on this issue.

Rationale:

This project was set to be completed on March 10th, per the original agreement and the extension previously granted by the Trustees. Based on staff conversations with the owners, the project is nearing completion but is not 100% done, per the contract.

ADMINISTRATION

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Expand Recreational Opportunities for all Ages

Resolution to Participate in OH-250 Communities to Celebrate the 250th Anniversary of America

Recommend ADOPTION of the Resolution.

Rationale:

Townships across the state are invited to apply to be an official AM 250-Ohio Community. This special designation from the AM 250-OH Commission provides an opportunity for local leaders to network, partner, and exchange information with the Ohio 250 Commission. The Ohio 250 Commission would like to have at least 250 communities designated as an official America 250–Ohio Community to celebrate and commemorate the 250th anniversary of the U.S. in 2026.

Designated communities will receive access to resources like digital toolkits, an online community platform, and regular check-ins with other AM 250-OH Communities, recognition of your participation in AM 250-Ohio celebrations and commemorations as well as the opportunity to develop and grow professionally and personally.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of _____, 2024, 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 COLERAIN TOWNSHIP SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA 250-OH)

WHEREAS, The Ohio General Assembly and Governor created AMERICA 250-OH in Ohio Revised Code Section 149.309 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and;

WHEREAS, AMERICA 250-OH strives to engage ALL Ohioans and ALL 88 counties through a variety of programs, projects and events through 2026 by inspiring future leaders and celebrating Ohio's contributions to the nation over the past 250+ years; and;

WHEREAS, Colerain Township has much to contribute to the nation's 250th anniversary including many celebrations of the Township's history, which predates the state of Ohio and will be celebrated at all Township hosted events throughout the year.

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

1. That the Colerain Township Board of Trustees agrees to designate one or more Township liaisons within 30 days of the adoption of this Resolution who will serve as the point of contact for all local organizations, stakeholders, and communities within their Township; and

2. That a copy of this resolution be sent to the AMERICA 250-OH Commission headquartered at 41 S. High St., Suite 250, Columbus, OH 43215; and

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

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

5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

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

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

ADOPTED this _____ day of _____, 2024.

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 _____, 2024.

_____
Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Motion Authorizing Township Administrator to Execute Agreement with Communications Counsel, Inc.

Recommend ADOPTION of the Motion.

Rationale:

In evaluating our emergency management infrastructure and internal staffing resources, staff has identified value in partnering with a professional crisis communication firm for situations that are beyond typical. While there is currently no imminent need for engagement on any specific matter, this is a service that staff would call on for unique situations that are unpredictable. In the past, the Township has used various crisis communication firms on an ad hoc basis which a large portion of the work and, subsequent billable hours, was spent in getting the crisis communicator up to speed with the nuances of Colerain Township. By approving this contract, the Township would spend some time getting one communicator up to speed that would then be more able to respond in an emergency situation. The value added through this contract is to have a distinctive skill set added to our communications team that focuses solely on crisis communications for public agencies.

ADMINISTRATION

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Motion to Authorize the Township Administrator to Execute Master Services Agreements with several firms for the Provision of Professional Services related to Architecture, Engineering, Surveying, Planning, Landscape Architecture, Urban Design and Related Services.

Recommend ADOPTION of the Motion.

Rationale:

On February 13, 2024, the Board of Trustees unanimously adopted a motion to release an Request for Qualifications for Engineering Services. The Township received 9 responses and staff determined that all responsive firms were qualified. Master Services Agreements will be presented to the following firms:

- Abercrombie & Associates, Inc.
- American Structurepoint, Inc.
- Arcadis
- Choice One Engineering
- Geotechnology, LLC (dba UES)
- Kimley-Horn
- TEC Engineering, Inc.
- R. E. Warner
- Woolpert, Inc.

With the execution of Master Services Agreements (MSAs) the Township will have these additional firms to choose from for Engineering, Planning, Architecture, Landscape Architecture, Criterion Architecture, Urban Design, Grant Writing, Surveying and other Engineering Services related work for a total of 21 firms that are pre-qualified. When the Township desires to use such services to complete a project, they will select one of the qualified firms with whom we have a MSA and develop a Service Order which details the project and the tasks needed to be accomplished by the firm. The Service Order will be approved by the Board of Trustees and the work can begin.

Pre-Qualified Engineering and Design Firms

Engineering, Planning, Architecture, Landscape Architecture, Criterion Architecture, Urban Design, Grant Writing, Surveying and other Engineering Services related work

Company	MSA Contract Date
Brandstetter Carol, Inc.	2020
Richland Engineering LTD	2020
KZF Design	2020
Abercrombie & Assoc	2020
MSP Design	2020
The Kleingers Group	2020
MKSK	2020
Integrated Engineering	2020
IBI Group	2020
Emersion	2020
Carpenter Marty Transportation	2020
Wallace Pancher	2021
Geotechnology	2022
CivicPlus	2022
Abercrombie & Associates, Inc.	2024
American Structurepoint, Inc.	2024
Arcadis	2024
Choice One Engineering	2024
Kimley-Horn	2024
R. E. Warner	2024
TEC Engineering, Inc.	2024
Geotechnology, LLC (DBA UES)	2024
Woolpert, Inc.	2024

MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
WOOLPERT
FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **Woolpert** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

To Contractor:

WOOLPERT
1203 Walnut Street, 2nd Floor
Cincinnati, OH 45202
Attn: Jeff Wallace, Senior Planner
(513) 527-2600

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. **MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES**

2. **SERVICE ORDERS**

3. **CONTRACTOR'S RESPONSIBILITIES**

4. **ADDITIONAL SERVICES**

5. **COLERAIN TOWNSHIP'S RESPONSIBILITIES**

6. **COPYRIGHTS AND LICENSES**

7. **CLAIMS AND DISPUTES**

8. **TERMINATION OR SUSPENSION OF SERVICE ORDERS**

9. **COMPENSATION**

10. **MISCELLANEOUS PROVISIONS**

11. **INDEMNIFICATION**

12. **TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS**

13. **SCOPE OF THIS MASTER SERVICE AGREEMENT**

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Jeff Wallace, Senior Planner**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3- CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.
D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the

Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for

the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;

II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;
V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;
VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;
VII. Preparation for, and attendance at, a public presentation, meeting or hearing;
VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;
IX. Evaluation of the qualifications of entities providing bids or proposals; or
X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service

Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's

consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Colerain Township or the Contractor, as

appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

Professional Role	Rate
Senior Principal	$288.00
Principal/Director	$275.00
Sr. Project Manager	$276.00
Project Manager	$242.00
Project Manager, Jr.	$231.00
Architect, Senior 1	$253.00
Architect, Senior 2/Sr. Designer	$309.00
Architect Designer	$248.00
Designer, Jr.	$145.00
Senior Engineer III	$195.00
Senior Engineer II	$175.00
Engineer I	$150.00
Engineer In Training/Designer	$125.00
Technician, Senior	$154.00
CADD Technician	$103.00
Interior Designer, Senior	$150.00
Interior Designer	$145.00
Community Planner	$207.00
Construction Administrator, Senior	$134.00
Clerical/Admin	$106.00
Technician, Jr. (co-op)	$83.00
Surveyor III	$213.00
Survey Crew Chief	$150.00
Survey Technician IV	$123.00
Survey Field Crew (1 man)	$110.00

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;

III. Permitting and other fees required by authorities having jurisdiction over the Project;
IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;
VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;
VIII. All taxes levied on professional services and on reimbursable expenses;
IX. Site office expenses; and
X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that

Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain

Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

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

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act,

FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Master Service Agreement.

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

By: _____

Name: _____

Title: _____

Date: _____

WOOLPERT
1203 Walnut Street, 2nd Floor
Cincinnati, OH 45202
Attn: Jeff Wallace, Senior Planner
(513) 527-2600

By: _____

Name:_____

Title: _____

Date: _____

MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
ABERCROMBIE & ASSOCIATES, INC.
FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **Abercrombie & Associates, Inc.** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:	To Contractor:
Colerain Township	Abercrombie & Associates, Inc.
4200 Springdale Road	8111 Cheviot Road, Suite 200
Colerain Township, OH 45251	Colerain Township, OH 45247
Attn: Township Administrator	Attn: Craig T. Abercrombie, P.S., LEED AP
(513) 385-7500	(513) 385-5757

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. **MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES**

2. **SERVICE ORDERS**

3. **CONTRACTOR'S RESPONSIBILITIES**

4. **ADDITIONAL SERVICES**

5. **COLERAIN TOWNSHIP'S RESPONSIBILITIES**

6. **COPYRIGHTS AND LICENSES**

7. **CLAIMS AND DISPUTES**

8. **TERMINATION OR SUSPENSION OF SERVICE ORDERS**

9. **COMPENSATION**

10. **MISCELLANEOUS PROVISIONS**

11. **INDEMNIFICATION**

12. **TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS**

13. **SCOPE OF THIS MASTER SERVICE AGREEMENT**

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Craig T. Abercrombie, P.S., LEED AP, President**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.

D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's

directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;
II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments

of Service;

III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;

V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;

VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;

VII. Preparation for, and attendance at, a public presentation, meeting or hearing;

VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;

IX. Evaluation of the qualifications of entities providing bids or proposals; or

X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to

the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate

contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its

services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Colerain Township or the Contractor, as appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

Construction Layout-1 Person Survey Crew	$162.00 Hour
Construction Layout-2 Person Survey Crew	$190.00 Hour
Construction Layout-3 Person Survey Crew	$210.00 Hour
Professional Engineer	$175.00 Hour
Professional Surveyor	$145.00 Hour
CAD Operator, Engineering Technician/Computer Calculations	$110.00 Hour
Research	$110.00 Hour
Project Manager	$150.00 Hour
Assistant Project Manager/Project Engineer	$115.00 Hour
Construction Administration	$170.00 Hour

Professional Engineer-Daytime Planning & Zoning Meeting	$170.00 Hour
Professional Engineer-Evening Planning & Zoning Meeting	$210.00 Hour
Clerical/Administrative Services	$95.00 Hour

Out of pocket expenses: courier/delivery/permit/plan review fees/recording fees, etc. Cost Plus 15%

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;
III. Permitting and other fees required by authorities having jurisdiction over the Project;
IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;
VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;
VIII. All taxes levied on professional services and on reimbursable expenses;
IX. Site office expenses; and
X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials

and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use

AIA Document E203–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall

extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Master Service Agreement.

COLERAIN TOWNSHIP	**ABERCROMBIE & ASSOCIATES, INC.**
4200 Springdale Road	8111 Cheviot Road, Suite 200
Colerain Township, OH 45251	Colerain Township, OH 45247
Attn: Township Administrator	Attn: Craig T. Abercrombie, P.S., LEED AP
(513) 385-7500	(513) 385-5757
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
ARCADIS
FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **Arcadis** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:	To Contractor:
COLERAIN TOWNSHIP	**ARCADIS**
4200 Springdale Road	23 Triangle Park Drive
Colerain Township, OH 45251	Cincinnati, OH 45246
Attn: Township Administrator	Attn: Mike Murray, Project Manager
(513) 385-7500	(513) 942-3141

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. **MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES**

2. **SERVICE ORDERS**

3. **CONTRACTOR'S RESPONSIBILITIES**

4. **ADDITIONAL SERVICES**

5. **COLERAIN TOWNSHIP'S RESPONSIBILITIES**

6. **COPYRIGHTS AND LICENSES**

7. **CLAIMS AND DISPUTES**

8. **TERMINATION OR SUSPENSION OF SERVICE ORDERS**

9. **COMPENSATION**

10. **MISCELLANEOUS PROVISIONS**

11. **INDEMNIFICATION**

12. **TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS**

13. **SCOPE OF THIS MASTER SERVICE AGREEMENT**

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Mike Murray, Project Manager**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3- CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.
D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the

Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for

the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;

II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;
V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;
VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;
VII. Preparation for, and attendance at, a public presentation, meeting or hearing;
VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;
IX. Evaluation of the qualifications of entities providing bids or proposals; or
X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service

Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's

consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Colerain Township or the Contractor, as

appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

HOURLY PERSONNEL RATES – EFFECTIVE JANUARY 1, 2024

LABOR BILL CLASS	RATE	LABOR BILL CLASS	RATE
ADMIN ASSISTANT 1	$58.00/HR.	PROFESSIONAL	$95.00/HR.
ADMIN ASSISTANT 2	$85.00/HR	PROJECT DIRECTOR	$225.00/HR.
CADD OPERATOR 1	$80.00/HR.	PROFESSIONAL SURVEYOR	$140.00/HR.
CADD OPERATOR 2	$90.00/HR	PROJECT MANAGER 1	$145.00/HR.
CONSTRUCTION COORDINATOR	$90.00/HR.	PROJECT MANAGER 2	$155.00/HR.
CONSTRUCTION TECH 1	$70.00/HR.	PROJECT MANAGER 3	$165.00/HR.
CONSTRUCTION TECH 2	$85.00/HR.	PROJECT MANAGER 4	$180.00/HR.
CREW CHIEF	$95.00/HR.	SENIOR PROFESSIONAL	$115.00/HR.
DESIGN ENGINEER 1	$110.00/HR.	SENIOR TECHNICAL STAFF	$170.00/HR.
DESIGN ENGINEER 2	$120.00/HR.	STUDENT 1	$60.00/HR.
DESIGN ENGINEER 3	$140.00/HR.	STUDENT 2	$70.00/HR.
DESIGNER/TECHNICIAN 1	$95.00/HR.	STRUCTURAL ENGINEER 1	$145.00/HR.
DESIGNER/TECHNICIAN 2	$110.00/HR.	STRUCTURAL ENGINEER 2	$155.00/HR.
INSTRUMENT OPERATOR	$75.00/HR.	STRUCTURAL ENGINEER 3	$165.00/HR.
PRINCIPAL	$250.00/HR.	SURVEY CREW – 2 MAN CREW	$170.00/HR.

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;
III. Permitting and other fees required by authorities having jurisdiction over the Project;
IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;
VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;
VIII. All taxes levied on professional services and on reimbursable expenses;
IX. Site office expenses; and
X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

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

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013,

Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE

participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Master Service Agreement.

COLERAIN TOWNSHIP	**ARCADIS**
4200 Springdale Road	23 Triangle Park Drive
Colerain Township, OH 45251	Cincinnati, OH 45246
Attn: Township Administrator	Attn: Mike Murray, Project Manager
(513) 385-7500	(513) 942-3141
By: _____	By: _____
Name: _____	Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
CHOICE ONE ENGINEERING
FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **Choice One Engineering** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:	To Contractor:
Colerain Township	Choice One Engineering
4200 Springdale Road	8956 Glendale Milford Road, Suite 1
Colerain Township, OH 45251	Loveland, OH 45140
Attn: Township Administrator	Attn: Tray A. Niese, P.E., CPESC

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. **MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES**

2. **SERVICE ORDERS**

3. **CONTRACTOR'S RESPONSIBILITIES**

4. **ADDITIONAL SERVICES**

5. **COLERAIN TOWNSHIP'S RESPONSIBILITIES**

6. **COPYRIGHTS AND LICENSES**

7. **CLAIMS AND DISPUTES**

8. **TERMINATION OR SUSPENSION OF SERVICE ORDERS**

9. **COMPENSATION**

10. **MISCELLANEOUS PROVISIONS**

11. **INDEMNIFICATION**

12. **TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS**

13. **SCOPE OF THIS MASTER SERVICE AGREEMENT**

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one (1) year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Tray A. Niese, P.E., CPESC, Project Manager**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.
D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the

Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for

the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;

II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;
V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;
VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;
VII. Preparation for, and attendance at, a public presentation, meeting or hearing;
VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;
IX. Evaluation of the qualifications of entities providing bids or proposals; or
X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service

Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's

consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of this Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Colerain Township or the Contractor, as

appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

Professional Engineer	$ 160
Professional Surveyor	$ 155
Landscape Architect	$ 125
Designer	$ 110
Field Surveyor	$ 120
Administrative	$ 80

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;

III. Permitting and other fees required by authorities having jurisdiction over the Project;
IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;
VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;
VIII. All taxes levied on professional services and on reimbursable expenses;
IX. Site office expenses; and
X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that

Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain

Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

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

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time

to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Master Service Agreement.

COLERAIN TOWNSHIP
4200 Springdale Rd.
Colerain Township, OH 45251
(513) 385-7500

By: _____

Name: _____

Title: _____

Date: _____

Choice One Engineering
8956 Glendale Milford Road, Suite 1
Loveland, OH 45140
(513) 239-8554

By: _____

Name:_____

Title: _____

Date: _____

MASTER SERVICE AGREEMENT BETWEEN COLERAIN TOWNSHIP AND GEOTECHNOLOGY, LLC DBA UES FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **Geotechnology, LLC dba UES** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

To Contractor:

GEOTECHNOLOGY, LLC DBA UES
1780 Carillon Boulevard
Cincinnati, OH 45240
Attn: Kevin Weaver, PE, Ohio Branch Manager
(720) 285-5000

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

2. SERVICE ORDERS

3. CONTRACTOR'S RESPONSIBILITIES

4. ADDITIONAL SERVICES

5. COLERAIN TOWNSHIP'S RESPONSIBILITIES

6. COPYRIGHTS AND LICENSES

7. CLAIMS AND DISPUTES

8. TERMINATION OR SUSPENSION OF SERVICE ORDERS

9. COMPENSATION

10. MISCELLANEOUS PROVISIONS

11. INDEMNIFICATION

12. TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

13. SCOPE OF THIS MASTER SERVICE AGREEMENT

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Kevin Weaver, PE, Ohio Branch Manager**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3- CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or

organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.
D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety

hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;
II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;

V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;

VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;

VII. Preparation for, and attendance at, a public presentation, meeting or hearing;

VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;

IX. Evaluation of the qualifications of entities providing bids or proposals; or

X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General

Conditions of the Contract for Construction. Colerain Township or the Contractor, as appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

FEE SCHEDULE & COST BREAKDOWN

TASK 1000 - GEOTECHNICAL CONSULTING

Professional Personnel

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	EXTENSION
Engineer/Scientist D	1	Hour	$93.00	$93.00
Engineer/Scientist B	1	Hour	$123.00	$123.00
Engineer/Scientist A	1	Hour	$145.00	$145.00
Associate, Senior Project Manager C	1	Hour	$175.00	$175.00
Principal Engineer/Scientist B	1	Hour	$182.00	$182.00

TASK 1300 - GEOTECHNICAL LABORATORY TESTING

Unit Billing

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	EXTENSION
Extrusion of Shelby Tube	1	Each	$50.00	$50.00
Moisture Content Soil/Rock ASTM D2216	1	Each	$12.00	$12.00
Atterberg Limits, 3-Pt Method ASTM D4318	1	Each	$155.00	$155.00
Sieve Analysis, Washed ASTM D422	1	Each	$145.00	$145.00
Sieve & Hydrometer Analysis ASTM D422	1	Each	$195.00	$195.00
Unconfined Compression Soil ASTM D2166	1	Each	$155.00	$155.00
Standard Proctor, Soil ASTM D698	1	Each	$230.00	$230.00
Laboratory CBR ASTM D1883	1	Each	$380.00	$380.00
Unconfined Compression Test, Bedrock	1	Each	$205.00	$205.00
Sample Remolding	1	Each	$75.00	$75.00

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;
III. Permitting and other fees required by authorities having jurisdiction over the Project;
IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;

VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;

VIII. All taxes levied on professional services and on reimbursable expenses;

IX. Site office expenses; and

X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

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

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or

the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential

consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter

into this Master Service Agreement.

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

By: _____

Name: _____

Title: _____

Date: _____

GEOTECHNOLOGY, LLC DBA UES
1780 Carillon Boulevard
Cincinnati, OH 45240
Attn: Kevin Weaver, PE, Ohio Branch Manager
(720) 285-5000

By: _____

Name:_____

Title: _____

Date: _____

MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
KIMLEY-HORN
FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **Kimley-Horn** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

To Contractor:

KIMLEY-HORN
7965 North Street, Suite 200
Columbus, OH 43235
Attn: Chris Hice, Project Manager
(720) 285-5000

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. **MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES**

2. **SERVICE ORDERS**

3. **CONTRACTOR'S RESPONSIBILITIES**

4. **ADDITIONAL SERVICES**

5. **COLERAIN TOWNSHIP'S RESPONSIBILITIES**

6. **COPYRIGHTS AND LICENSES**

7. **CLAIMS AND DISPUTES**

8. **TERMINATION OR SUSPENSION OF SERVICE ORDERS**

9. **COMPENSATION**

10. **MISCELLANEOUS PROVISIONS**

11. **INDEMNIFICATION**

12. **TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS**

13. **SCOPE OF THIS MASTER SERVICE AGREEMENT**

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Chris Hice, Project Manager**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3- CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.
D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the

Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for

the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;

II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;
V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;
VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;
VII. Preparation for, and attendance at, a public presentation, meeting or hearing;
VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;
IX. Evaluation of the qualifications of entities providing bids or proposals; or
X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service

Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's

consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Colerain Township or the Contractor, as

appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

Classification	Rate
Analyst I	$130-$160
Analyst II	$170-$200
Professional	$195-$230
Senior Professional I	$245-$315
Senior Professional II	$340-$410
Senior Technical Support	$115-$290
Technical Support	$105-$165
Support Staff	$85-$145

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;
III. Permitting and other fees required by authorities having jurisdiction over the Project;
IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;
VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;
VIII. All taxes levied on professional services and on reimbursable expenses;
IX. Site office expenses; and
X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

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

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013,

Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE

participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Master Service Agreement.

COLERAIN TOWNSHIP	**KIMLEY-HORN**
4200 Springdale Road	7965 North Street, Suite 200
Colerain Township, OH 45251	Columbus, OH 43235
Attn: Township Administrator	Attn: Chris Hice, Project Manager
(513) 385-7500	(720) 285-5000
By: _____	By: _____
Name: _____	Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
R. E. WARNER
FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **R. E. Warner** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

To Contractor:

R. E. WARNER
25777 Detroit Road, Suite 200
West Lake, OH 44145
Attn: Jennifer Kalin, Director of Business Development/ Project Director
(440) 835-9400

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. **MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES**

2. **SERVICE ORDERS**

3. **CONTRACTOR'S RESPONSIBILITIES**

4. **ADDITIONAL SERVICES**

5. **COLERAIN TOWNSHIP'S RESPONSIBILITIES**

6. **COPYRIGHTS AND LICENSES**

7. **CLAIMS AND DISPUTES**

8. **TERMINATION OR SUSPENSION OF SERVICE ORDERS**

9. **COMPENSATION**

10. **MISCELLANEOUS PROVISIONS**

11. **INDEMNIFICATION**

12. **TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS**

13. **SCOPE OF THIS MASTER SERVICE AGREEMENT**

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Jennifer Kalin, Director of Business Development & Project Director**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3- CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.

D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's

directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;
II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments

of Service;

III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;

V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;

VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;

VII. Preparation for, and attendance at, a public presentation, meeting or hearing;

VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;

IX. Evaluation of the qualifications of entities providing bids or proposals; or

X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to

the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate

contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its

services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Colerain Township or the Contractor, as appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

2024 HOURLY RATE SCHEDULE

Compensation for office-based personnel shall be in accordance with the following Hourly Rates. These rates include all direct and indirect labor, overhead and profit. Hourly rates for special services or assignments shall be quoted separately.

Description	Standard
Senior Engineering Manager	$215.00
Senior Project Manager / Senior Technical Manager	$198.00
Senior Project Engineer / Project Leader	$172.00
Senior Professional II / Senior Designer III	$154.00
Senior Professional I / Senior Designer II	$135.00
Professional III / Senior Designer I	$119.00
Professional II / Designer III	$106.00
Professional I / Designer II / Senior Project Assistant	$95.00
Designer I / Project Assistant	$85.00

Premium Charges: Premium charge for client authorized and approved nonprofessional staff overtime shall be 1.25 times hourly rates. No premium charge for professional staff overtime.

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;
III. Permitting and other fees required by authorities having jurisdiction over the Project;
IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;
VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;

VIII. All taxes levied on professional services and on reimbursable expenses;

IX. Site office expenses; and

X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor

shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal

process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

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

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Master Service Agreement.

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251

R. E. WARNER
25777 Detroit Road, Suite 200
West Lake, OH 44145

Attn: Township Administrator (513) 385-7500	Attn: Jennifer Kalin, Director of Business Development/ Project Director (440) 835-9400
By: _____	By: _____
Name: _____	Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
AMERICAN STRUCTUREPOINT, INC.
FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **American Structurepoint, Inc.** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:	To Contractor:
COLERAIN TOWNSHIP	**AMERICAN STRUCTUREPOINT, INC.**
4200 Springdale Road	9825 Kenwood Road, Suite 305
Colerain Township, OH 45251	Cincinnati, OH 45242
Attn: Township Administrator	Attn: Craig Litmer, PE, Project/Task Manager
(513) 385-7500	(513) 407-8317

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. **MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES**

2. **SERVICE ORDERS**

3. **CONTRACTOR'S RESPONSIBILITIES**

4. **ADDITIONAL SERVICES**

5. **COLERAIN TOWNSHIP'S RESPONSIBILITIES**

6. **COPYRIGHTS AND LICENSES**

7. **CLAIMS AND DISPUTES**

8. **TERMINATION OR SUSPENSION OF SERVICE ORDERS**

9. **COMPENSATION**

10. **MISCELLANEOUS PROVISIONS**

11. **INDEMNIFICATION**

12. **TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS**

13. **SCOPE OF THIS MASTER SERVICE AGREEMENT**

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Craig Litmer, PE, Project/Task Manager**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3- CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.
D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the

Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for

the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;

II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;
V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;
VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;
VII. Preparation for, and attendance at, a public presentation, meeting or hearing;
VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;
IX. Evaluation of the qualifications of entities providing bids or proposals; or
X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service

Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's

consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Colerain Township or the Contractor, as

appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

Principal	$425
Project Manager	$325
Senior Engineer	$250
Project Engineer	$205
*Staff Engineer	$150
Senior Planner	$200
Project Planner	$185
*Staff Planner	$105
Senior Environmental Specialist	$290
Environmental Specialist	$180
*Staff Scientist	$115
Senior Designer	$285
*Designer	$225
*Senior Technician	$205
*Technician	$135
*Researcher	$160
Senior Registered Land Surveyor	$270
Registered Land Surveyor	$215

Staff Land Surveyor	$145
*Senior Survey Crew Chief	$215
*Survey Crew Chief	$160
*Survey Crew Member (1)	$110
*Resident Project Representative	$205
*Construction Inspector	$145
*Interns and Co-ops	$85
Landscape Architect	$165

*Rates for these classifications are subject to overtime premium of an additional 0.18 x hourly rate.

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;
III. Permitting and other fees required by authorities having jurisdiction over the Project;
IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;
VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;
VIII. All taxes levied on professional services and on reimbursable expenses;
IX. Site office expenses; and
X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds

of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

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

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to

the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Master Service Agreement.

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

By: _____

Name: _____

Title: _____

Date: _____

AMERICAN STRUCTUREPOINT, INC.
9825 Kenwood Road, Suite 305
Cincinnati, OH 45242
Attn: Craig Litmer, PE, Project/Task Manager
(513) 407-8317

By: _____

Name: _____

Title: _____

Date: _____

MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
TEC ENGINEERING, INC.
FOR SERVICES PROVIDED UNDER MULTIPLE SERVICE ORDERS

DATE OF THIS MASTER SERVICES AGREEMENT: MARCH 26, 2024

This Agreement is made by and between **Colerain Township** and **TEC Engineering, INC.** hereinafter referred to as **Contractor**. The purpose of this Agreement is to serve as a Master Service Agreement setting forth the terms and conditions under which general services will be provided and performed by the Contractor for Colerain Township.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail (first class as to all notices other than termination notices, and registered or certified as to all termination notices), postage prepaid, when deposited with an overnight delivery service, prepaid to the applicable Party's address shown below, or to such address as either Party may from time to time designate as the address, or in the case of hand delivery, when delivered to a representative of either Party by a representative of the other Party.

To Colerain Township:

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

To Contractor:

TEC ENGINEERING, INC.
7288 Central Parke Boulevard
Mason, OH 45040
Attn: Edward Williams, PE, PTOE, RSP, Vice President/Project Manager
(720) 285-5000

Colerain Township and Contractor agree as follows.

TABLE OF ARTICLES

1. **MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES**

2. **SERVICE ORDERS**

3. **CONTRACTOR'S RESPONSIBILITIES**

4. **ADDITIONAL SERVICES**

5. **COLERAIN TOWNSHIP'S RESPONSIBILITIES**

6. **COPYRIGHTS AND LICENSES**

7. **CLAIMS AND DISPUTES**

8. **TERMINATION OR SUSPENSION OF SERVICE ORDERS**

9. **COMPENSATION**

10. **MISCELLANEOUS PROVISIONS**

11. **INDEMNIFICATION**

12. **TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS**

13. **SCOPE OF THIS MASTER SERVICE AGREEMENT**

ARTICLE 1 - MASTER SERVICE AGREEMENT TERM AND PARTY REPRESENTATIVES

1.1 This Master Service Agreement shall be effective for one year after the date first written above ("Date of this Master Service Agreement").

1.2 This Master Service Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Service Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Service Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Service Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

1.3 This Master Service Agreement will renew on an annual basis, on the day and month of the Date of this Master Service Agreement, unless either party provides notice of their intent not to renew this Master Service Agreement. Notice must be provided at least 60 days as set forth above prior to the renewal date. In the event either party elects not to renew this Master Service Agreement, the terms of this Master Service Agreement shall remain applicable until all Service Orders under this Master Service Agreement are completed or terminated.

1.4 Colerain Township identifies the Township Administrator and Assistant Township Administrator as representatives authorized to act on Colerain Township's behalf with respect to this Master Service Agreement.

1.5 In each Service Order, Colerain Township will identify a representative authorized to act on Colerain Township's behalf with respect to the Service Order.

1.6 The Contractor identifies that **Edward Williams, PE, PTOE, RSP, Vice President & Project Manager**, as the representative authorized to act on Contractor's behalf with respect to this Master Service Agreement.

1.7 In each Service Order, Contractor will identify a representative authorized to act on Contractor's behalf with respect to the Service Order.

1.8 Nothing contained in this Master Service Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either Colerain Township or Contractor.

ARTICLE 2 - SERVICE ORDERS

2.1 Colerain Township is not required to issue any Service Orders under this Master Service Agreement.

2.2 Contractor may decline to accept any Service Order issued by Colerain Township.

2.3 Contractor shall perform the services set forth in each agreed upon Service Order or such other document as Colerain Township and Contractor may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Contractor's Services; state the Contractor's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3- CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by other architectural and engineering design firms practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order.

3.2 Except with Colerain Township's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to this Master Service Agreement or any Service Order.

3.3 Contractor agrees to obtain, at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed under this Master Service Agreement until its termination, the following insurance:

I. Workers' Compensation Insurance in accordance with the requirements of the applicable laws of the State of Ohio; Stop-Gap Employer's Liability insurance with limits of not less than $500,000; Bodily injury coverage of $500,000 for each employee and $500,000 in the aggregate (this may be provided as part of the Commercial General Liability policy).

II. Commercial General Liability Insurance including contractual liability, bodily injury and property damage combined at a minimum of $1,000,000 for each occurrence; personal and advertising injury coverage of $1,000,000 for any one person or organization and $1,000,000 in the aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds under ISO Additional Insured Endorsement CG 2010 11 85 or equivalent.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis under Endorsement CG 2001 or equivalent.
D. The commercial general liability insurance should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

III. Professional Liability Insurance. Contractor shall be performing licensed professional services and shall maintain for the period covered by this Master Service Agreement professional liability insurance for licensed professionals performing work pursuant to this Master Service Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions.

IV. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than $1,000,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

V. Umbrella/Excess Liability Insurance with coverage for Commercial General Liability, Professional Liability Insurance and Automobile Liability with minimum limits of $1,000,000 for each occurrence and $1,000,000 aggregate. The policy should be endorsed to include:

A. Colerain Township and any other persons or entities required by contract are to be additional insureds.
B. Additional insured status must include ongoing operations as well as completed operations and work.
C. Additional Insured status must be on a primary and non-contributory basis.

D. The umbrella/excess liability should also include a waiver of subrogation in favor of Colerain Township, and any other persons or entities required by contract to be additional insureds.
E. The commercial general liability and professional liability should include a minimum 30-day notice of cancellation provision to Colerain Township.

With respect to the above coverage sections, all should be endorsed to include a Waiver of Subrogation. All but Workers' Compensation Insurance should provide that the Contractor's coverage is endorsed to show it primary with respect to any other coverage Colerain Township may have in place that could potentially provide coverage for Colerain Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Colerain Township for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed by or on behalf of Colerain Township in relation to the work. Contractor agrees to maintain the insurance for the benefit of Colerain Township for a period of three (3) years following the termination of the Master Service Agreement, or the expiration of the statute of limitations pursuant to applicable provisions of the Ohio Revised Code as to any work performed under a Service Order.

All insurance coverage shall be through a company or companies acceptable to Colerain Township and, with the exception of Workers' Compensation Insurance, shall include Colerain Township as an additional insured with respect to work to be performed for Colerain Township under this Agreement. Contractor shall also name Colerain Township's client as an additional insured at Colerain Township's request. Insurance certificates evidencing the above coverage requirements shall be issued to Colerain Township on the Standard ACORD Form 25 (attached hereto) prior to the commencement of any work performed pursuant to a Service Order and shall specify that Colerain Township must be given thirty days advance written notification of cancellation, termination or alteration of the policies evidenced by the certificate. Commercial General Liability insurance in accordance with Item II above will be required from any and all lower tier subcontractors that may perform on Contractor's behalf. There shall be no endorsement or modification of the Commercial General Liability form with respect to pollution, explosion, collapse, underground property damage, or work performed by subcontractors.

3.4 Contractor shall coordinate its services with those services provided by Colerain Township and Colerain Township's consultants. Contractor shall be entitled to rely on the accuracy and completeness of the services and information furnished by Colerain Township and Colerain Township's consultants. Contractor shall provide prompt written notice to Colerain Township if Contractor becomes aware of any error, omission, or inconsistency in such services or information. Contractor shall not be responsible for Colerain Township's

directive or substitution made without Contractor's approval.

3.5 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

Contractor warrants, when required by a project, that all its employees to perform work on said project are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards, and shall provide evidence prior to commencing work that all workers have obtained the necessary health and safety training and medical surveillance as required by OSHA 1910.120.

Failure to comply with either general safety practices or health and safety practices as described above may be grounds for termination of this Agreement and any projects performed under this Agreement. The safety requirements of the work, as described above, apply without regard to time, place, or presence of Colerain Township's representative.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 Contractor may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with Section 4.1 shall entitle Contractor to compensation pursuant to Section 9.3.

4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, Contractor shall notify Colerain Township with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide the following Additional Services until the Contractor receives the Colerain Township's written authorization:

I. Services necessitated by a change in the Initial Information, previous instructions or approvals given by Colerain Township, or a material change in the Project including size, quality, complexity, Colerain Township's schedule or budget for Cost of the Work, or procurement or delivery method;
II. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments

of Service;

III. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

IV. Services necessitated by decisions of Colerain Township not rendered in a timely manner or any other failure of performance on the part of Colerain Township or Colerain Township's consultants or other contractors;

V. Preparing digital models or other design documentation for transmission to Colerain Township's other consultants and contractors, or to other Colerain Township-authorized recipients;

VI. Preparation of design and documentation for alternate bid or proposal requests proposed by Colerain Township;

VII. Preparation for, and attendance at, a public presentation, meeting or hearing;

VIII. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Contractor is party thereto;

IX. Evaluation of the qualifications of entities providing bids or proposals; or

X. Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 - COLERAIN TOWNSHIP'S RESPONSIBILITIES

5.1 Colerain Township shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

5.2 Colerain Township shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

5.3 Colerain Township shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, Colerain Township shall furnish copies of the scope of consulting services in the contracts between Colerain Township and Colerain Township's other consultants as is necessary to complete a project. Colerain Township shall furnish the services of consultants as designated in an individual Service Order, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Service Order. Colerain Township shall require that its other consultants and contractors maintain insurance, including professional liability insurance, as appropriate to

the services or work provided.

5.4 Colerain Township shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet Colerain Township's needs and interests under a Service Order or this Master Service Agreement.

5.5 Colerain Township shall provide prompt written notice to the Contractor if Colerain Township becomes aware of any fault or defect in the services or work related to a Service Order, including errors, omissions or inconsistencies in the Contractor's Instruments of Service.

5.6 Within 15 days after receipt of a written request from the Contractor, Colerain Township shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 - COPYRIGHTS AND LICENSES

6.1 The Contractor and Colerain Township warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order.

6.2 The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's consultants, but acknowledge that Colerain Township is subject to Ohio Public Records Act and that some or all of the aforementioned items may be subject to release to the public upon request.

6.3 The Contractor grants to Colerain Township a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Colerain Township substantially performs its obligations under this Master Service Agreement or a Service Order, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Master Service Agreement. The license granted under this section permits Colerain Township to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as Colerain Township's other consultants and separate

contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Contractor rightfully terminates a Service Order for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Order, shall terminate.

6.3.1 In the event Colerain Township uses the Instruments of Service without retaining the authors of the Instruments of Service, Colerain Township releases the Contractor and Contractor's consultant(s) from all claims and causes of action arising from such uses. Colerain Township, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Colerain Township's use of the Instruments of Service under this Section 6.3.1 up to a total amount of $500,000. The terms of Section 6.3.1 shall not apply if Colerain Township rightfully terminates this Agreement for cause under Section 8.4.

6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Service Agreement. Colerain Township shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at Colerain Township's sole risk and without liability to the Contractor and the Contractor's consultants.

6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Service Agreement.

ARTICLE 7 - CLAIMS AND DISPUTES

7.1 Claims

7.1.1 Colerain Township and Contractor shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Service Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Order, whichever is sooner. Completion of the services pursuant to a specific Service Order shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Order or, where there is no construction work related to a Service Order, the date the Contractor completes its

services under the Service Order. Colerain Township and Contractor waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

7.1.2 To the extent damages are covered by property insurance, Colerain Township and Contractor waive all rights against each other and against any other contractors, consultants, agents, and employees of the other Party for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Colerain Township or the Contractor, as appropriate, shall require of their other contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

7.1.3 The Contractor and Colerain Township waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in Section 8.6.

7.2 Mediation

7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2.2 Colerain Township and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by an agreed-upon mediator or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Service Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Service Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3 Governing Law and Forum Selection Clause

7.3.1 If the parties do not resolve a dispute through mediation pursuant to Section 7.2, a party may ***only*** file an action in the ***exclusive*** jurisdiction of the Hamilton County Court of Common Pleas within the State of Ohio. This Agreement and any dispute/claim arising out of this Agreement or any Service Order is to be governed by laws of the State of Ohio.

7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 - TERMINATION OR SUSPENSION OF SERVICE ORDERS

8.1 If Colerain Township fails to make payments to the Contractor in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Contractor's option, cause for suspension of performance of services under the Service Order for which Colerain Township failed to make payment. If the Contractor elects to suspend services, the Contractor shall give seven (7) days' written notice to Colerain Township before suspending services. In the event of a suspension of services, the Contractor shall have no liability to Colerain Township for delay or damage caused Colerain Township because of such suspension of services. Before resuming services, Colerain Township shall pay the Contractor all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the services under a Service Order have been suspended by Colerain Township, the Contractor shall be compensated for services performed prior to notice of such suspension. When the services under the Service Order are resumed, the Contractor shall be compensated for expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If Colerain Township suspends the services under a Service Order for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate the Service Order by giving not less than seven (7) days' written notice.

8.4 Either party may terminate a Service Order upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Service Agreement.

8.5 Colerain Township may terminate a Service Order, upon not less than seven (7) days' written notice to the Contractor for Colerain Township's convenience and without cause.

8.6 In the event of termination of a Service Order not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Contractor's termination of consultant agreements.

8.7 In addition to any amounts paid under Section 8.6, if Colerain Township terminates a Service Order for its convenience pursuant to Section 8.5, or the Contractor terminates a Service Order pursuant to Section 8.3, Colerain Township shall pay to the Contractor a Licensing Fee if Colerain Township intends to continue using the Contractor's Instruments of Service.

8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one (1) year from the date of Substantial Completion.

8.9 Colerain Township's rights to use the Contractor's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Service Agreement.

ARTICLE 9 - COMPENSATION

9.1 Colerain Township shall compensate the Contractor for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Contractor and the Contractor's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Contractor's and Contractor's consultants' normal review practices:

Rate Category Billing Table List

Monday, January 15, 2024
3:16:48 PM

TEC Engineering Inc

Table		Employee	Employee Name	Effective Date	Rate Sequence	
84		2024 Preferred Rates	Available for Project Planning and Opportunity Estimates			
Principal:						
Project Manager:						
Supervisor:						
Code:						
Category	1	Sr. Vice President		1/1/2024	220.0000	1
Category	2	Vice President		1/1/2024	185.0000	2
Category	10	Project Manager		1/1/2024	165.0000	3
Category	6	Sr. Project Engineer		1/1/2024	160.0000	4
Category	15	Professional Surveyor		1/1/2024	140.0000	5
Category	30	Signal Inspector		1/1/2024	135.0000	6
Category	8	Project Engineer		1/1/2024	125.0000	7
Category	5	Design Professional		1/1/2024	105.0000	8
Category	12	Senior Technician		1/1/2024	100.0000	9
Category	17	Technician		1/1/2024	80.0000	10
Category	18	Co-Op Employee		1/1/2024	75.0000	11

9.3 Except as otherwise set forth in a Service Order, Colerain Township shall compensate the Contractor for Additional Services designated in Article 4 at the same rates of compensation as set forth in Article 9.2.

9.4.1 Reimbursable Expenses are in addition to compensation for the Contractor's professional services and include expenses incurred by the Contractor and the Contractor's consultants directly related to a Service Order, as follows:

I. Transportation and authorized out-of-town travel and subsistence;
II. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;
III. Permitting and other fees required by authorities having jurisdiction over the Project;

IV. Printing, reproductions, plots, and standard form documents;
V. Postage, handling, and delivery;
VI. Expense of overtime work requiring higher than regular rates, if authorized in advance by Colerain Township;
VII. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by Colerain Township or required for the Project;
VIII. All taxes levied on professional services and on reimbursable expenses;
IX. Site office expenses; and
X. Other similar Project-related expenditures.

9.4.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Contractor and the Contractor's consultants unless otherwise specified in a Service Order.

9.4.3 Reimbursable Expenses will be allocated to each Service Order.

9.5 Payments to the Contractor

9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor's invoice.

9.5.1.2 Colerain Township shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, Colerain Township shall not withhold payments to the Contractor pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to Colerain Township at mutually convenient times.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Colerain Township and Contractor, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither Colerain Township nor the Contractor shall assign a Service Order without the written consent of the other, except that Colerain Township may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume Colerain Township's rights and obligations under the

Service Order, including any payments due to the Contractor by Colerain Township prior to the assignment.

10.2 If Colerain Township requests the Contractor to execute certificates, the proposed language of such certificates shall be submitted to the Contractor for review at least seven (7) days prior to the requested dates of execution. If Colerain Township requests the Contractor to execute consents reasonably required to facilitate assignment to a lender, the Contractor shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Contractor for review at least seven (7) days prior to execution. The Contractor shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

10.3 Unless otherwise required in a Service Order, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.4 Nondiscrimination: Contractor, with regard to the work performed by it during the term of this Master Service Agreement or any Service Order, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in any prohibited discrimination. Contractor agrees that it does not maintain or tolerate segregated policies affecting employees. Contractor also agrees to make available any reports or certifications that may be required to indicate compliance with Equal Employment Opportunity.

10.5 Contractor affirms and declares that it has not accepted, been given, and will not accept in the future any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Master Service Agreement and or in connection with any Service Order relating to this Master Service Agreement.

10.6 The Contractor shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Projects to make such representations. However, the Contractor's materials shall not include Colerain Township's confidential or proprietary information if Colerain Township has previously advised the Contractor in writing of the specific information considered by Colerain Township to be confidential or proprietary. Colerain Township

shall provide professional credit for the Contractor in Colerain Township's promotional materials for the Projects. Section 10.6 shall survive the termination of a Service Order unless Colerain Township terminates a Service Order for cause pursuant to Section 8.4.

10.7 If the Contractor or Colerain Township receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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

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

10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

10.10 The relationship between the parties shall be limited to the performance of services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Agreement except upon written consent of the other.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall indemnify and hold harmless Colerain Township from all liens, claims, demands, or suits of whatever nature brought by Contractor's laborers, subcontractors, suppliers, or other creditors to enforce a right of any kind made upon or against the work or the real property where the work is performed. As a condition precedent to payment to Contractor, Colerain Township may require complete waivers and releases of any and all claims of any person, firm, or corporation.

As used in the remainder of this section, "Contractor" additionally includes all Subcontractors and other parties performing work for or on behalf of Colerain Township, and any such party hereby agrees to incorporate the following terms, conditions, and provisions into its subcontracts.

The work performed by Contractor, as well as any subcontractor or other party performing work on behalf of Colerain Township, shall be done at exclusive risk of such party. To the fullest extent permitted by law, Contractor and any subcontractor or other party performing work on behalf of Colerain Township shall indemnify, defend (at Contractor's sole expense), and hold harmless Colerain Township against any and all claims for bodily injury, death, and damage to property, as well as demands, damages, actions, causes of action, suits, losses, judgments, obligations, and liabilities which arise and are in any way connected to the work performed, materials furnished, or services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, as well as negligent or willful misconduct. These indemnification and defense obligations hereunder shall extend to claims occurring while this Agreement is in force as well as after this Agreement is terminated, and shall continue until all matters pertaining to Colerain Township's liability are resolved.

ARTICLE 12 - TERMS AND CONDITIONS FOR SERVICE ORDERS INCLUDING, BUT NOT LIMITED TO, ODOT PROJECTS

12.1 Contractor acknowledges that Colerain Township may issue Service Orders in collaboration with other entities including, but not limited to Ohio Department of Transportation ("ODOT"). Thus, with respect to some Service Orders, Colerain Township is required to include specific language and provisions in any contract in or subcontract, including procurements of materials and leases of equipment, related to certain Service Orders.

12.2 Contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, Contractor will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

12.3 Solicitations for Professional Services: In all solicitations for professional services made by Contractor for work to be performed under a contract or subcontract, each potential consultant will be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

12.4 Information and Reports: Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Ohio or Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the State of Ohio or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Ohio will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor or Colerain Township under the contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

12.6 Some Service Orders may relate to projects upon which a Disadvantaged Business Enterprise (DBE) Requirement goal has been assigned. For Service Orders wherein such a DBE participation goal has been assigned, Contractor will work to comply with such DBE participation goals (subcontracts, materials, supplies) and include those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

12.7 Contractor will actively solicit small business enterprises (SBEs), minority business enterprises (MBEs), and women's business enterprises (WBEs) for the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 13 - SCOPE OF THIS MASTER SERVICE AGREEMENT

13.1 This Master Service Agreement represents the entire and integrated Agreement between Colerain Township and the Contractor and supersedes all prior negotiations, representations

or agreements, either written or oral. This Master Service Agreement may be amended only by written instrument signed by both Colerain Township and Contractor.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Master Service Agreement.

COLERAIN TOWNSHIP
4200 Springdale Road
Colerain Township, OH 45251
Attn: Township Administrator
(513) 385-7500

TEC ENGINEERING, INC.
7288 Central Parke Boulevard
Mason, OH 45040
Attn: Edward Williams, PE, PTOE, RSP, Vice President/Project Manager
(720) 285-5000

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Contract - Dinsmore - Sears Operating Agreement Legal Work - up to $10,000

Recommend approval of all consent items.

Rationale:

The attached agreement would provide the initial legal research on the Operating Agreement between the various parties to the Northgate Mall site to determine next steps in the development process. The next phase of this process would require a review of all existing utilities to determine which utilities can be disconnected and where those disconnections can occur.

Dinsmore

Legal Counsel.

DINSMORE & SHOHL LLP
255 East Fifth Street ^ Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Richard D. Porotsky, Jr.
(513) 977-8256 (direct) ^ (513) 977-8141 (fax)
richard.porotsky@dinsmore.com

January 25, 2024

Via email: jweckbach@colerain.org
Colerain Township
Attn: Jeff Weckbach, MPA
Township Administrator
4200 Springdale Road
Colerain Township, OH 45251

Re: Northgate Mall and Sears site

Dear Jeff:

Thank you for inviting Dinsmore & Shohl LLP (the "Firm") to make a proposal to represent and assist Colerain Township. You have asked us for a proposal to address the following scope of work:

> provide an initial legal review of the pertinent land use agreement (which you will send) to consider whether current restrictions exist in that document which may prevent Colerain Township from taking actions (such as demolition) at the Sears site on the Northgate Mall property.

This letter will confirm our discussion regarding your engagement of the Firm and will describe the basis upon which we will provide legal services to you. Attached to this letter are the Dinsmore & Shohl LLP Statement of Engagement Terms (the "Terms and Conditions") that are a part of this letter.

By signing below, you accept our proposal and agree to the attached Terms and Conditions. Please also see our questions in Appendix 1 (initial materials requests and questions relating to whether there are any conflicts of interest to address).

My partner Richard Tranter will be primarily responsible for this matter and the scope defined above. We are happy to consider further efforts that may be requested in the future, including any redevelopment legal strategy, analysis, or negotiations. To the extent any litigation arises in any later phase, I will be the partner who is primarily responsible.

This initial phase (scope defined above) will be billed at a flat fee of $7,500 to $10,000 (not to exceed $10,000) – with the amount in this range determined by hourly rates. For this matter and any later work on the mall issues or Sears property issues, we will use a discounted, blended

rate of $495/hr for all professional hours in excess of 15 hours per month; and a discounted blended rate of $535/hr for the first 15 professional hours per month. Our rates are reviewed each year and will increase by 3.3% on January 1 each year.

We will send invoices for our legal services to you on a monthly basis (or at other times as appropriate in our judgment). Payment for invoices is due upon receipt. If our invoices are not paid timely, we have the right to withdraw from the representation.

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your case, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings, hearings and other proceedings that may be necessary.

Please review this letter and the Terms and Conditions carefully. If it meets with your approval, please sign it and return it with the required retainer, if any, so that we may begin work. If you do not agree with one or more of the provisions of this letter or the Terms and Conditions, please contact me so that we can try to address your concerns.

Again, let me thank you for retaining us in connection with this matter. I look forward to working with you.

Sincerely,

Richard Porotsky

Richard Porotsky

cc: Richard Tranter (via email)

AGREED AND ACCEPTED:

_____ 2/9/24

Colerain Township
Jeff Weckback, MPA
Township Administrator

Date

How to send invoices – circle one: email (mail) web portal

Name & Address for sending invoices: 4200 Springdale
Cincinnati, OH 45251

Appendix 1 – initial information/response needed

- **First Financial Bank**. From information you provided and from other sources, First Financial appears to have a branch on the mall property. We represent First Financial Bank in other matters. We asked you if there was any specific conflict with First Financial Bank, and while the may be unclear for now, you have authorized us to approach First Financial for a waiver of conflicts. We will let you know the status. If a conflict exists and is not waived, we may be unable to proceed. We do not believe that will occur, but will keep you apprised.

- **Hamilton County Land Reutilization Corp (HCLRC)**. You confirmed that the interests of Colerain Township appear to be aligned with HCLRC (which in turn is aligned with the Port Authority). We mentioned that we are bond counsel to governmental entities whose represenatives are part of HCLRC. All interests appear to be aligned and there appears to be no conflict. Let us know if you believe otherwise.

- **Requested initial materials**. We requested the following for now, and you provided a zip file of materials which are reviewing to confirm that it contains the following:

    - The pertinent land use agreement at issue and any amendments or updates (you mentioned a 1972 document, a 2015 update, and an "operating agreement")
    - A current title policy to the Sears property (and any exhibits to it with details)
    - The most recent site plan
    - A definition of what constitutes the "mall," whether it be the main building, wings, and/or outlots
    - A quick review of the roles of the parties in the potential conflict list you sent below. For example, are all of them owners of adjacent parcels on the mall property? Are any of them tenants? Outlot owners? Mortgage holders (First Financial)? What is the role of HCLRC?

Statement of Engagement Terms

1. Engagement of Our Services

The law firm of Dinsmore & Shohl LLP (the "Firm") has undertaken to represent you and to act on your behalf. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment and are not guarantees. Also, our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

2. The Scope of Our Representation

Our clients in this matter are the persons or entities identified ("client" or "clients") in our engagement letter ("engagement letter") to which this Statement of Engagement Terms is attached. Unless specifically identified in the engagement letter, our representation of the client does not include representation of (i) parent companies or other owners of the client, (ii) subsidiaries or other affiliates of the client, (iii) partners of the client, (iv) family members of the client, or (v) beneficial owners of the client. The clients are hiring the Firm to represent them in connection with issues or claims arising out of the matters identified in the engagement letter, and only those matters unless specifically agreed in a writing signed by the Firm. We will provide services of a strictly legal nature related to the matters described in the engagement letter. You will provide us with the factual information and materials we require to perform such services, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment or accounting decisions, unless otherwise specified in the engagement letter. **[If the Firm has been engaged to form a corporation, limited liability company, partnership, trust or other entity, subsequent to the formation, the Firm will represent the entity formed and not the person or entity that caused such formation.]**

3. Relationships With Other Clients

In representing you, it is important that you receive advice from lawyers who are free from conflicts of interest. We represent a diverse group of clients on a variety of legal matters. Accordingly, it is possible that we represent current clients or may be asked in the future to represent new clients in the same general field of interest or business. We have conducted an internal review and have not identified any conflict of interest implicated by our common representation of you and any other existing client of the Firm. We have specifically considered any persons and business you have identified as being adverse in this matter, if any, and found no conflict. However, conflicts of interest are at times difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. We will make reasonable efforts to identify and resolve those conflict situations and to establish appropriate mechanisms to safeguard your interests. In an appropriate situation, we may provide you with full information regarding a potential conflict of interest and ask you to waive the potential conflict.

4. Who Will Provide the Legal Services

The principal attorney contacts for this matter are identified in the engagement letter. Subject to the decision of these principal attorneys, your work or parts of it may be performed from time to time by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving

lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis..

5. Responsibilities of the Parties

The Firm will provide those legal services reasonably required to represent the clients and will take reasonable steps to keep clients informed of progress and developments, and to respond promptly to inquiries and communications. The clients agree to cooperate with the Firm, to keep the Firm informed of any information and developments which may come to clients' attention, and to abide by these terms. The clients agree to appear at all legal proceedings when the Firm deems it necessary, and generally to cooperate fully with the Firm in all matters related to the preparation and presentation of the clients' claims. If the clients believe that any portion of the fees payable to the Firm may be covered by a policy of insurance, it is the responsibility of clients to bring such policy to the attention of the Firm for review.

6. Legal Fees

The time of each attorney who may work on your project may be billed at a differing hourly rate. Each attorney's rate depends on his or her experience and skill for the type of work required by the project, and the novelty and complexity of the issues involved. Paralegals and clerks also have hourly rates. Time spent on a project is recorded on a daily basis. Such time may include research, investigation, telephone calls, travel, conferences, court appearances, preparation, drafting, correspondence and organizing evidence and materials.

7. Costs and Litigation Expenses

Charges, in addition to time charges, will be made for certain items. Examples include charges for travel, postage related to mass mailings or related to certified or registered mail, overnight delivery, deposition or transcript fees, witness fees, filing fees, court costs, messenger service, and secretarial overtime. To aid in the preparation and presentation of the clients' case, it may be necessary to hire expert witnesses, consultants and/or investigators. The Firm will select any expert witnesses, consultants or investigators to be hired, after consultation with clients. The Firm requires that you pay all third-party vendors for goods and services directly for any charges in excess of $1,500.

8. Payment Terms

Statements for fees and disbursements will be sent monthly. Payment is due upon receipt. If any balance remains unpaid for more than thirty (30) days, and no arrangements have been made in writing to pay the balance, we reserve the right to postpone or defer providing additional services or to discontinue our representation if your matter and/or case has not reached its conclusion. We may have performed certain legal services and incurred charges before you sign the engagement letter. If so, we will bill for these services and charges in our first statement. We reserve the right to charge a service fee of one percent (1%) per month with respect to any fees and expenses not paid within thirty (30) days.

9. Confidentiality and Related Matters

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his or her lawyer. We can perform at our best only if we are aware of all information that may be relevant to our representation of you. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, members, directors, managers, partners, trustees or persons or business organizations that have a relationship to you. Of course, we sometimes also represent individuals and persons related to an entity client in matters that we believe do not conflict with the interests of the entity, but any such representation will be the subject of a specific, separate engagement letter.

10. Use of E-mail to Transmit Documents

The Firm may use unencrypted e-mail to transmit client documents, believing that e-mail offers a reasonably secure, efficient means of transmitting information. Please advise us if you have highly sensitive information you do not want transmitted in such a manner.

11. Use of Your Name

Subject to any limitations you communicate to us in writing, you agree that we may describe, using solely public information, cases and other matters in which we have acted as your counsel, in informational material, including the Firm's web sites. We will not use your name in any such description without your advance consent.

12. Termination

Either clients or the Firm may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event of termination of our engagement, we will, at your request, return whatever papers and property you have provided to us. Additionally, we will deliver to you all of the other material in our files relating to our representation of you, to which you are entitled under the applicable rules of professional conduct, provided that we reserve the right to make and retain a copy, at your expense, of all material delivered to you.

Circumstances and types of conduct which may require us to withdraw from representing a client or which will clearly be a basis for our withdrawal include, for example, breach of these terms, client's refusal to cooperate with the Firm or to follow the Firm's advice on a material matter, or any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical. We try to identify in advance and discuss with our clients any situation which may lead to withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our withdrawal. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree to engage a successor counsel to represent you.

Unless previously terminated, our representation of you will terminate upon our completion of any services that you have retained us to perform. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time. You agree that unless you engage us after completion of a matter to provide additional advice on issues arising with respect to that matter, the Firm has no continuing obligation to advise you in connection with future legal developments pertaining to the matter.

Notwithstanding the Firm's withdrawal or the clients' notice of discharge, and without regard to the reasons for the withdrawal or discharge, clients, jointly and severally, will remain obligated to pay the Firm for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by clients after conclusion of the Firms' services, clients remain obligated to pay the Firm for all services rendered prior to the date of withdrawal or discharge.

13. Retention of Files

For various reasons, including the minimization of unnecessary storage expense, the firm generally retains client files for six years after termination of the engagement. After six years, we may destroy or otherwise dispose of any such document or other material without additional notice to you.

RE:

Dear:

Sincerely,

Richard D. Porotsky, Jr.

RDP:mpr

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Contract - Springbuk - Healthcare Reporting - No Cost

Recommend approval of all consent items.

Rationale:

The attached agreement with Springbuk is no cost to the Township and allows our Health Insurance broker to gain additional information on plan performance that can aid the Township in its annual health care renewals.

DocuSign Envelope ID: C65299BB-8F91-4B68-A815-08EA06F08848

Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into on March 4, 2024 (“Effective Date”) by and between Springbuk, Inc. (the "Business Associate") and Colerain Township, as sponsor (“Plan Sponsor”) of the Colerain Township Group Benefit Plan (the “Plan” or "Covered Entity") (each a "Party" and collectively the "Parties"), for the purpose of compliance with the requirements established by the Standards for Privacy of Individually Identifiable Health Information and by the Security Standards for the Protection of Electronic Protected Health Information published by the U.S. Department of Health and Human Services Office for Civil Rights under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") with respect to the use, protection and disclosure of Protected Health Information as defined by HIPAA ("PHI").

Background. Business Associate is providing Services to Covered Entity pursuant to a separate Master Subscription and Professional Services Agreement in place between Covered Entity and Business Associate, or between Business Associate and Covered Entity’s vendor or their parent company McGohan Brabender Agency, Inc. (the "Underlying Agreement"), which will involve disclosure of PHI by Covered Entity or its vendors to Business Associate and may include disclosure of PHI from Business Associate back to Covered Entity. In addition, Covered Entity, and/or its vendors, and Business Associate may be receiving and/or transferring PHI electronically which will be subject to HIPAA security requirements for electronic PHI. For purposes of this BAA, any and all notices required under this BAA shall be sent to the HIPAA privacy official for the Covered Entity.

Now therefore, intending to be legally bound, the Parties agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this BAA shall have the same meanings set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA") and as those terms are defined in 45 C.F.R. including particularly Parts 160.103, 164.103, 164.304 and 164.501, as amended from time to time. The Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”) and the Security Standards for Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) as defined in these references.

2. Obligations and Activities of Business Associate. Business Associate agrees to:

   a) use reasonably appropriate safeguards and comply with Subpart C of 45 C.F.R. 164 with respect to electronic PHI to prevent any use or disclosure of PHI other than as permitted by law and required by this BAA.

   b) prevent use or disclosure of the PHI other than as provided for by this BAA and the Underlying Agreement.

   c) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it receives, maintains or transmits on behalf of the Covered Entity.

   d) report to Covered Entity any use or disclosure of the PHI not provided for by this BAA as well as any security incident of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. 164.410 (“Unsecured PHI”). This section constitutes ongoing notice to Covered Entity of unsuccessful security incidents like pings on firewalls, port scans, and malware that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

   e) ensure that any subcontractors to whom it provides PHI received from, or created, maintained, or transmitted by Business Associate on behalf of Covered Entity agree to the

DocuSign Envelope ID: C65299BB-8F91-4B68-A815-08EA06F08848

same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.

f) provide access to, upon the written request of Covered Entity, PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Business Associate shall identify the records in its possession that are components of a Designated Record Set and shall consider those records as a Designated Record Set in satisfying its obligation under the BAA. Business Associate shall make such determination in accordance with 45 CFR. 164.501.

g) make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the written request of Covered Entity or an Individual, in order to meet the requirements under 45 C.F.R. 164.526.

h) make internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to the Secretary of HHS, in a time and manner designated by the Secretary of HHS, for purposes of the Secretary of HHS determining Covered Entity's compliance with the Privacy Rule.

i) document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

j) provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section 2 (i) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. Business Associate shall provide an accounting of disclosures in accordance with this section and as required by 42 U.S.C. §17935 if PHI is contained in an Electronic Health Record.

k) with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach of Unsecured PHI and for providing all legally required notices in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E, and shall pay for the reasonable and actual costs associated with such notifications. In the event of a Breach of Unsecured PHI, without unreasonable delay, and in any event no later than forty-five (45) calendar days after discovery of the Breach of Unsecured PHI, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach of Unsecured PHI, a list of affected Individuals, and a copy of the template notification letter to be sent to affected Individuals.

l) to the extent the Business Associate is to carry out Covered Entity's obligations under the HIPAA Privacy requirements, comply with such requirements that apply to Covered Entity in the performance of such obligation.

m) not make or cause to be made any written fundraising communication or communication about a product or service that is prohibited by 42 U.S.C. § 17936 (a) and (b).

n) not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. §17935(d).

3. Minimum Necessary. To the extent required by HIPAA, Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

DocuSign Envelope ID: C65299BB-8F91-4B68-A815-08EA06F08848

4. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity, and further, Business Associate may:

   (a) use PHI for the proper management and administration of the Business Associate or to carry out the responsibilities of the Business Associate.

   (b) disclose PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

   (c) de-identify and aggregate PHI as permitted by 45 C.F.R. 164.504(e)(2)(i)(B). Business Associate may retain, in an aggregated database, data obtained from Covered Entity that Business Associate has de-identified in accordance with 45 C.F.R. 164.514. Business Associate may place the de-identified data in a database that also contains similar data from Business Associates other clients in order to establish healthcare cost benchmarks that will be shared with Business Associates clients.

   (d) use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. 164.502(j)(1).

   (e) disclose PHI to other Business Associates of Covered Entity as directed in writing by Covered Entity.

5. Obligations of Covered Entity. Covered Entity shall (i) not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity; (ii) be compliant with all applicable laws and regulations pertaining to PHI that Covered Entity sends, or directs to be sent, to Business Associate including, but not limited to, the Federal Substance Abuse Rules and, specifically, 42 C.F.R. Part 2; (iii) obtain any express written consents for individuals as required by law; (iv) not provide access to the PHI to any employee, agent or other designee (including not using or disclosing the PHI for any employment-related action or decision) unless allowable under HIPAA and HITECH; (v) use PHI for the limited purpose of satisfying its fiduciary obligation with respect to its administration of the Plan; and (vi) as necessary, amend its Plan documents as a condition of disclosure of PHI.

   Also, Covered Entity agrees to provide Business Associate with:

   (a) the prompt notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any material changes to such notice. If there are any provisions in such notice that may limit Business Associate's use or disclosure of PHI beyond the restrictions set forth in this BAA, Business Associate will only be required to comply with such different or additional restrictions upon specific written agreement to do so.

   (b) prompt notice of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and

   (c) prompt notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 if such restrictions affect Business Associate's permitted or required uses and disclosures.

DocuSign Envelope ID: C65299BB-8F91-4B68-A815-08EA06F08848

6. Federal Substance Abuse Rules. The Federal Substance Abuse Rules continue to govern the use and disclosure of such information and prohibit Covered Entity and Business Associate from further disclosing the protected health information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. Covered Entity and Business Associate understand and agree that a general authorization for release of medical or other information or a HIPAA authorization is NOT sufficient for this purpose, and that COVERED ENTITY WILL BE RESPONSIBLE FOR OBTAINING ANY INDIVIDUAL WRITTEN CONSENTS AS REQUIRED BY LAW. Covered Entity and Business Associate also understand and agree that the Federal Substance Abuse Rules restrict any use of the substance use disorder treatment records to criminally investigate or prosecute any alcohol or drug abuse patient.

7. Termination.

   (a) Termination: Upon termination of the Underlying Agreement. Business Associate shall destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Notwithstanding the foregoing, in the event that Business Associate determines that destroying the PHI is infeasible, Business Associate shall be entitled to retain such PHI, provided that Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the destruction infeasible, for so long as Business Associate maintains such PHI.

   (b) Termination for Cause. Upon a material breach of this BAA, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation in accordance with the Underlying Agreement. The Covered Entity will have the right to terminate this BAA if Business Associate does not cure the breach or end the violation in accordance with the timeframes set forth in the Underlying Agreement.

8. Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BAA and to perform its obligations, it is compliant with all laws and regulations regarding the receipt and/or disclosure of PHI, and that the performance by it of its obligations under this BAA have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter, or bylaws; and that neither the execution of this BAA, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorities or assets required for its performance hereunder.

9. Indemnification. Each Party shall be responsible for its own acts and omissions and those of its employees, staff, and/or agents. Neither Party shall be responsible for the acts and/or omissions of the other Party's employees, staff, and/or agents. Nothing in this Agreement shall transfer responsibilities of the acts and/or omissions of one Party to the other Party.

10. Amendment and Modification. No part of this BAA may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BAA from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the HIPAA.

11. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

DocuSign Envelope ID: C65299BB-8F91-4B68-A815-08EA06F08848

12. Effect on Underlying Agreement. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BAA is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Underlying Agreement.

13. Interpretation. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

14. Execution in Counterparts. This BAA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this BAA delivered via e-mail (in pdf format) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this BAA.

15. General. The terms and provisions of this BAA shall be governed and construed in accordance with the internal laws of the State of Indiana.

16. Survival. The provisions of Sections 7.a and 9 shall survive termination of this BAA.

17. Authority. The individual(s) signing this BAA on behalf of Business Associate and Covered Entity are duly authorized representatives of the respective parties with full power and authority to execute this BAA.

IN WITNESS WHEREOF, the Parties hereto have caused this Business Associate Agreement to be executed on the Effective Date written above.

Group Health Plan/Covered Entity	Business Associate
Colerain Township	**Springbuk, Inc.**
By: DocuSigned by: Jeff Weckbach F640DE5FA09E466...	By: Christine Robinson
Title: Administrator	Title: Senior Director of Data Management

DocuSign Envelope ID: C65299BB-8F91-4B68-A815-08EA06F08848

March 5, 2024

ANTHEM

Dear Paul Robinson

Colerain Township

(the “Plan”) in partnership with

McGohan Brabender Agency, Inc.

is now using Springbuk® for data analytics, predictive modeling of claims costs on a regular monthly basis, and other activities related to health care operations.

In accordance with data protection and privacy laws, you are hereby instructed and authorized to release data in your possession for the Plan to Springbuk, Inc., either directly or through its subcontractor. The initial data set will be comprised of the most recent months of activity, and thereafter you will provide monthly updates to Springbuk, Inc. or its delegated subcontractor. Upon request, Springbuk, Inc. or its subcontractor can provide you general descriptions of the data required for this process.

To the extent otherwise required, by remitting the foregoing data to Springbuk, Inc. or its delegated subcontractor, you expressly consent to its use and access to Springbuk’s online databases by any parties referenced herein. The Plan represents and warrants that all necessary business associate agreements are in place in order for any protected health information to be disclosed to the parties referenced herein.

The Plan may authorize its broker or agent to determine the minimum necessary levels of access to be provided to end users of Springbuk databases, including the provision of individually identifiable information to designated employees of the Plan and its authorized third parties.

Should you have questions concerning the data transfer process, data elements needed, or file layouts, the contact information for the Implementation Project Manager is listed below:

Implementation Project Manager Chelsea Bennett
by email at cbennett@springbuk.com

Thank you for your cooperation in this matter.

Sincerely, DocuSigned by: Jeff Weckbach F640DE5FA09E466...

Name: Jeff Weckbach

Title: Administrator

DocuSign Envelope ID: C65299BB-8F91-4B68-A815-08EA06F08848

Protected Health Information Report Request Form — Self-Insured

Upon receipt of this Request Form, Anthem Blue Cross and Blue Shield (Anthem) will review the request. By signing below, the Group agrees: 1) that the Group its subcontractors and agents will comply with applicable HIPAA Privacy Regulations, including the minimum necessary requirements; and 2) that the Group, and its agents will keep any Anthem proprietary information confidential and will not further use or disclose this information without advance written notice to Anthem.

By signing below, Employer agrees that Anthem will be able to provide the minimum amount of PHI necessary for a permitted business purpose.
For example:

- Employer can contact Anthem's customer service representatives to help a member resolve a claim issue.
- Employer can request reports or bills that contain PHI.
- Employer can request access to available e-employer internet applications that contain PHI.
- Employer can use or access PHI contained on an Interactive Voice Response Unit.

Note: Employer may also receive Summary Health Information as well as enrollment and disenrollment information.

As a HIPAA Covered Entity permitted to receive PHI, the Self-Insured Employer must comply with all of the HIPAA privacy and security requirements, including the following:

- Designate a privacy official.
- Designate a contact person or office that is responsible for receiving complaints and who is able to provide further information about matters covered by the Employer's privacy notice.
- Train all members of its workforce on confidentiality policies and procedures.
- Document that the training has been provided.
- Adopt appropriate administrative, technical, and physical safeguards to protect the privacy of PHI.
- Provide a process for individuals to make complaints concerning the Employer's confidentiality policies and procedures or its compliance with such policies and procedures.
- Document all complaints received, and their disposition, if any.
- Adopt and apply appropriate sanctions against members of its workforce who fail to comply with the privacy policies and procedures of the Employer.
- Document the sanctions that are applied, if any.
- Mitigate, to the extent practicable, any harmful effect that is known to the Employer of a use or disclosure of PHI in violation of its policies and procedures.
- Implement policies and procedures with respect to PHI that are designed to comply with the standards, implementation specifications or other requirements of the HIPAA Privacy Regulations.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc. In Connecticut: Anthem Health Plans, Inc. In Georgia: Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. HMO plans are administered by Anthem Health Plans of New Hampshire, Inc. and underwritten by Matthew Thornton Health Plan, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. trades as Anthem Blue Cross and Blue Shield in Virginia, and its service area is all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), underwrites or administers PPO and indemnity policies and underwrites the out of network benefits in POS policies offered by Compcare Health Services Insurance Corporation (Compcare) or Wisconsin Collaborative Insurance Corporation (WCIC). Compcare underwrites or administers HMO or POS policies; WCIC underwrites or administers Well Priority HMO or POS policies. Independent licensees of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

DocuSign Envelope ID: C65299BB-8F91-4B68-A815-08EA06F08848

Protected Health Information Report Request Form — Self-Insured

Anthem

Instructions:
On an annual basis, we will need to confirm that this request is still valid.
Group Health Plan representative: Please complete this form and return it to your Anthem Sales representative.
☒ Check here if a single report is needed. Complete sections 1 through 7 on this page for report 1.
☐ Check here if multiple reports are needed. Complete sections 1 through 7 on this page for report 1.
Then, complete the additional sections and pages for the additional reports, as needed.

Section 1: Group information — Provide full legal name (e.g., use official corporate name such as "XYZ Company, Inc.").

Group's full name	Group's health plan no.	Approved Benefit Office representative (Group representative name)			
Colerain Township	W40580	Jeff Weckbach			
Group's address (street and P.O. Box, if applicable)	**City**	**State**	**ZIP code**	**County**	
4200 Springdale Rd	Cincinnati	OH	45251		

Section 2: Third-party information
If the Group wants a business associate or other third party to receive a copy of the Report, fill in the following information.

PHI should go to: ☐ Third party and group ☒ Third party only ☐ Group only
Please note: We are only permitted to send PHI to multiple parties if needed for permitted business purposes and in accordance with minimum necessary requirements.

Third party's company name	Relationship of third party
Springbuk	☐ New carrier ☐ Broker ☒ Vendor ☐ Other: _____

Please note: If Plan's proprietary information is included in any report shared with a group's vendor or other third party, a Confidentiality Agreement will be required.

Section 3: Recipient information

Name of individual receiving information	Email address	Direct phone no.	
Kurt Bandy	dataops@springbuk.com	317-650-8943	
Mailing street address	**City**	**State**	**ZIP code**
525 S. Meridian St. #1E4	Indianapolis	IN	46225

Section 4: Frequency of report

☐ One-time only ☒ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually ☐ Other: _____

Section 5: Information being requested

Standard report(s) or extracts requested or include an attachment specifying the data elements being requested
Medical, eligibility, Rx

Section 6: Reason being requested

Reason(s) why information is needed (select all that apply):

☒ Audit	☒ Disease management/ Wellness programs	☒ Enrollment/Billing	☒ Predictive modeling	☐ Transition to a new carrier
☒ Benefit analysis		☐ Financial analysis	☐ Repricing	☐ UM management
☐ Clinical analysis	☐ EAP activity opportunities		☐ Stop-Loss/Re-insurance	☐ Wellness incentives

☐ Other (please describe): _____

Section 7: Signature required

Upon receipt of this Request Form, Anthem will review the request. By signing below, the Group Health Plan represents: 1) that the Group, including its employees, subcontractors and agents will comply with applicable laws including HIPAA Privacy Regulations and its minimum necessary requirements; 2) that the Group, and its agents will keep any Anthem proprietary information confidential and will not further use or disclose this information without Anthem's advance written authorization; and 3) this request shall be subject to the rights and restrictions of the parties services and business associate agreements.

Signature of Group's authorized representative	Printed name	Title	Date (MM/DD/YYYY)
X DocuSigned by: Jeff Weckbach F640DE5FA09E466...	Jeff Weckbach	Administrator	March 5, 2024

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc. In Connecticut: Anthem Health Plans, Inc. In Georgia: Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. HMO plans are administered by Anthem Health Plans of New Hampshire, Inc. and underwritten by Matthew Thornton Health Plan, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. trades as Anthem Blue Cross and Blue Shield in Virginia, and its service area is all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), underwrites or administers PPO and indemnity policies and underwrites the out of network benefits in POS policies offered by Compcare Health Services Insurance Corporation (Compcare) or Wisconsin Collaborative Insurance Corporation (WCIC). Compcare underwrites or administers HMO or POS policies; WCIC underwrites or administers Well Priority HMO or POS policies. Independent licensees of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability Strategic Goal #2: Continue to Provide High Quality Safety Services

Contract - NWLSD - Minor Modification to Existing Agreement for School Resource Officers

Recommend approval of all consent items.

Rationale:

The attached agreement memorializes terms that were agreed to by the Township and Northwest Local School District when this agreement was originally renewed. The Township has already been compensated for these items.

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement entered into this ____ day of _____ 2023, by and between **COLERAIN TOWNSHIP, OHIO**, an Ohio township ("Township"), and the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT** ("Board").

1. The Township agrees to provide a school safety sergeant, school safety investigator, school resource officers, and school safety officers to the Board to provide safety and security to the Board's schools. The number of officers to be supplied is included in Addendum 2.

2. The duties of the school safety sergeant, school safety investigator, school resource officers, and school safety officers shall be as described in the official job descriptions.

    a. All the contracted officers' primary assignment during the school year shall be to the Board, unless an immediate need for them to respond as a police officer is identified on behalf of the community or Colerain Township Police Department

    b. The Township shall cause the officers and equipment hereby under contract will, at all times, be under the direct supervision and control of the Colerain Police Department (to perform those tasks and duties set out in the job description for the positions) and of the Chief of Police of Colerain Township, and subject to the rules, regulations, and polices of the Colerain Township Police Department, and the laws of the State of Ohio and the Unites States Government.

        The officers shall also be supervised by the school Superintendent, or a designee, when serving in the capacity and performing duties as the school resource officer; however, the school resource officers' primary supervisor shall always be the Chief of Police of Colerain Township or his/her designee.

    c. The officers will extend cooperation to the administrators as a security and educational resource person in law enforcement topics, and in cooperation with school personnel.

3. The Board and the Township agree to the following financial and placement arrangement:

    a. The placement of the school resource officers pursuant to the terms of this Agreement shall be made by the mutual agreement of the Board and the Township, or their respective designees. This includes location for the placement of the Township Personnel as well as the days and hours to be worked by the Township Personnel.

    b. In the event an assigned school resource officer is sick, in required training, or otherwise off work for more than two consecutive working days, a replacement officer shall be assigned by the Township at the same rate of pay as the normally assigned officer, regardless of the replacement officer's current rate of pay. The Township will make an effort to provide a substitute school resource officer for

absences with fewer than two consecutive working days notice; however, the Board understands that a substitute may not always be available and that the availability of depends on the specific needs of the Colerain Township Police Department, which needs shall be determined by the Chief of Police.

4. The Board agrees to pay the Township as defined in Addendum 1

    a. The Township shall provide an invoice for the cost of the officers monthly to the Board. The invoices will be sent to Northwest Local School District, Attn: Treasurer, 3240 Banning Road, Cincinnati, Ohio, 45239 or such other address as provided by the Board. In addition, during the first fiscal period, cost of increase in SRO and SSO officer uniforms and a replacement investigatory car will be added to the invoice.

    b. The Board will make such payment to the Township within thirty days of receipt of an invoice.

5. The term of this Agreement commences on June 15, 2023 and shall end on June 14, 2026. The parties must agree to any subsequent renewal in writing.

    a. This agreement may be terminated by either party upon providing thirty (30) days prior written notice to the other party. Changes, including the addition or subtraction of provided officers, to this agreement may be made by either party upon providing thirty (30) days prior written notice to the other party.

6. Should state, federal, or other grants or funds become available to pay all or a portion of the costs of the officers, the Board and Township agree to cooperate as follows:

    a. Both the Board and Township must agree to the conditions of the grant or other funding source, even if only one of the parties is required to make a formal application for said grants or funds.

    b. The proceeds of all grants or other funding sources shall be utilized by the Board and Township equally to reduce the costs incurred by both parties.

7. Independent Contractor:

    The Township, through its Police Department, agree to perform all services pursuant to this Agreement as an independent contractor, and further agree to provide employment-related benefits to any employee covered by this Agreement. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the Township agrees that the cost of amount of such benefits or withholdings may be deducted from the future amount payable pursuant to this agreement as contract payments as made to the Township, or if there is no unpaid balance on this agreement or such balance is insufficient, the difference shall be reimbursed to the Board by the Township within ten (10) days following receipt of an invoice therefore.

8. Liability Insurance:

   The Township shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the Board as an additional insured. Such coverage shall be written as a primary policy, which does not contribute to and is not in excess of coverage, which the Board may carry. The Board will also maintain public liability insurance, which will cover the school resource officer's duties and responsibilities and will also name the Township as an additional insured on said policy. Each party hereby waives its rights against the other with respect to losses insured against by such party under this paragraph. The policies required to be carried under this paragraph shall provide for waivers of any right of subrogation that the insurer of such party may acquire against the other party hereto with respect to any such losses.

9. Equipment and Facility:

   The Township shall be responsible for ensuring proper maintenance of all uniforms and equipment necessary for the school resource officer to perform his/her duties as a police officer. The Board shall provide the school resource officer with sufficient space to prepare reports, meet with students, staff, etc. The Board shall also provide a school radio and/or cellular phone to the school resource officer when he/she is on duty on school grounds.

10. The Township shall cause all records of performance of services to be maintained by the Colerain Police Department, which shall also conduct quarterly, and yearly evaluations of the officers assigned to the Board. The Township shall cause Colerain Township Police Department supervisors to seek input from Northwest Local School District personnel while preparing these reviews.

11. The employment rights, promotional opportunities, training opportunities, and fringe benefits of the employee assigned to these positions under this contractual agreement shall not be limited based upon the employee's participation in this contractual agreement.

12. Notwithstanding anything herein to the contrary, the Board shall have the right to suspend the services of one or more officers during any period when the schools are unable to hold classes due to governmental restrictions and/or orders. Such suspension shall only be effective upon the Board providing written notice to the Township and shall only continue during the period that the Board is unable to hold classes.

13. Either party may request a meeting to review or revise this Agreement, if needed. This agreement may only be amended by the written agreement of both parties.

WITNESS the signature of the parties aforesaid, this ____ day of _____ 2023.

NORTHWEST LOCAL SCHOOL DISTRICT

By: _____
Amy M. Wells, CFO/ Treasurer Date

By: _____
Nicole Taulbee, Board President Date

COLERAIN TOWNSHIP, OHIO

By: _____
Jeff Weckbach, Township Administrator Date

Approved as to Form By: _____
Scott A. Sollmann, Township Law Director Date

Addendum 1

Cost of Officers

June 15, 2023 – June 14, 2024

Police Sergeant serving as District Safety and Security Coordinator: $122,647.08

School Resource Officer: $108,671.77

District Truancy Investigator: $108,671.77

School Safety Officer: $65,688.00

Additional SRO Equipment: $41,734.00

Additional SSO Equipment: $28,734.00

Replacement Investigatory Vehicle: $33,000.00

June 15, 2024 – June 14, 2025

Police Sergeant serving as District Safety and Security Coordinator: $127,686.06

School Resource Officer: $113,032.84

District Truancy Investigator: $113,032.84

School Safety Officer: $69,441.60

June 15, 2025 – June 14, 2026

Police Sergeant serving as District Safety and Security Coordinator: $132,997.85

School Resource Officer: $117,611.97

District Truancy Investigator: $117,611.97

School Safety Officer: $73,195.20

Addendum 2

Staffing Levels

June 15, 2023 – June 14, 2024

__1__ Police Sergeant serving as District Safety and Security Coordinator

__4__ School Resource Officer

__1__ District Truancy Investigator

__5__ School Safety Officer

June 15, 2024 – June 14, 2025

__1__ Police Sergeant serving as District Safety and Security Coordinator

__4__ School Resource Officer

__1__ District Truancy Investigator

__5__ School Safety Officer

June 15, 2025 – June 14, 2026

__1__ Police Sergeant serving as District Safety and Security Coordinator

__4__ School Resource Officer

__1__ District Truancy Investigator

__5__ School Safety Officer

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Contract - Hamilton County EMA - Rave Alert System - $4,000

Recommend approval of all consent items.

Rationale:

The attached contract continues our existing partnership with Hamilton County EMA to host the Rave mass alert communication system. This partnership was started in 2019 and the cost for the system remains the same at $4,000.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HAMILTON COUNTY EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
AND
COLERAIN TOWNSHIP
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM

This Memorandum of Understanding, hereinafter referred to as "MOU," is entered into by and between the Hamilton County Emergency Management and Homeland Security Agency (the "EMA"), a political subdivision of the State of Ohio, and Colerain Township (the "PARTICIPANT").

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, the EMA is sponsoring a Countywide Public Mass Notification System ("System") for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the EMA has purchased products and services from Rave Wireless, Inc. d/b/a Rave Mobile Safety ("Rave"), through Lyme Computer System Inc., for the provision of Public Mass Notification System Services, to disseminate critical, time-sensitive Emergency information to the residents of Hamilton County, Ohio and businesses through phone and e-mail devices for Emergency Notification Situations; and

WHEREAS, the EMA, through Rave, is making use of the System available to all political subdivisions and governmental agencies within Hamilton County, Ohio; and

WHEREAS, the EMA agrees to provide to PARTICIPANT access to the products and services provided by Rave in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANT agrees to use the System in compliance with the terms of this MOU and all usage agreements, including but not limited to the Rave Mobile Safety Master License and Services Agreement (attached hereto as Exhibit A), the Rave Terms of Use (attached hereto as Exhibit B), the Rave Privacy Policy (attached hereto as Exhibit C), and the EMA's Public Mass Notification System Policy and Guidelines (attached hereto as Exhibit D.

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants, terms, and conditions contained herein, the parties agree as follows:

I. Definitions:

"Agreement" shall collectively refer to the Rave Mobile Safety Master License and Services Agreement (attached hereto as Exhibit A), the Rave Terms of Use (attached hereto as Exhibit B), and the Rave Privacy Policy (attached hereto as Exhibit C). Exhibits A, B and C are hereby incorporated by reference into this MOU.

"Contract Documents" shall collectively refer to this MOU, the Agreement and the EMA's Public Mass Notification System Policy and Guidelines (attached hereto as Exhibit D and incorporated by reference herein).

"Countywide" shall mean all geographic locations in Hamilton County, Ohio.

"Contact Information" shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with the Contract Documents.

"Confidential Information" shall include but shall not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law.

"Emergency" shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANT'S jurisdiction.

"Emergency Information" shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an Emergency.

"Emergency Notification Situation" shall mean instances when Emergency Information is to be distributed through the System.

"Participant User" shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

"Non-Emergency Information" shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT'S jurisdiction to justify the use of the System to distribute such information.

"Non-Emergency Notification Situation" shall mean instances when PARTICIPANT deems Non-Emergency Information to be of significance to PARTICIPANT'S jurisdiction and chooses to use the System to distribute such information.

"System" shall mean the Public Mass Notification System as provided by Rave to EMA, including all additional Rave products provided by the EMA for PARTICIPANT'S use.

The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

II. **Term:** This MOU shall be in effect from the date that the PARTICIPANT and the EMA sign the signature page below and shall expire on September 30, 2024.

This MOU will be automatically renewed for additional one-year terms unless terminated in accordance with Section VIII. Termination, below. Such renewals may provide for an increase or decrease of PARTICIPANT'S contribution as will be reasonably determined by the EMA in its sole discretion, but if EMA determines that an increase in the contribution is necessary, this MOU will not be renewed unless (1) EMA informs PARTICIPANT of the increased contribution at least 30 days in advance of the renewal term, and (2) PARTICIPANT accepts the increase and chooses to allow renewal of the MOU, with both steps (1) and (2) being made in writing in accordance with Section VI. Notices, below.

III. **Scope of Services:** PARTICIPANT shall receive from the EMA access to the same services being provided by Rave to the EMA. EMA'S involvement in this MOU is limited only to extending the availability of the Rave products and services to the PARTICIPANT, subject to the terms and conditions of the Agreement. EMA does not make any representations or warranties regarding the availability or reliability of the System.

IV. **Cost:** PARTICIPANT shall pay the EMA in accordance with Attachment 1, a copy of which is attached hereto and incorporated by reference herein. The amount owed by PARTICIPANT shall be reasonably determined by the EMA as a contribution by PARTICIPANT towards the total cost for the System. Attachment 1 shall be updated with each renewal to reflect changes in cost due to charges from Rave and apportionment of cost amongst participating jurisdictions. As noted in Section II. Term, above, if the charges for PARTICIPANT are to be increased, then EMA must inform PARTICIPANT of that increase 30 days in advance of the renewal term, and PARTICIPANT must accept the increase and choose to renew the MOU before the renewal term begins.

V. **Use:** Use of the System and its data, including but not limited to contact information, for both Emergency Notification Situations and Non-Emergency Notification Situations is governed by the terms, conditions and restrictions set forth in the Contract Documents. The EMA retains the right to update the Exhibits as needed, in whole or in part, during the term of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANT within five business days of the revision date and shall be deemed incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Section IX. Amendments, below.

PARTICIPANT and each Participant User who are given access to the System agree to abide by the terms and conditions of the Contract Documents. Breach of these terms and conditions may result in the termination of a Participant User's or PARTICIPANT's

access to and use of the System.

PARTICIPANT agrees to require each Participant User to execute a Participant User Agreement, a copy of which is attached hereto as Exhibit E, regarding the Participant User's obligations to maintain the confidentiality of login and password information; ensure that he or she will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that he or she may be responsible for any breach of the terms of the Agreement and/or this MOU; and that he or she agrees to comply with the confidentiality provisions of this MOU.

PARTICIPANT further agrees to provide a copy of the signed Participant User Agreement to the EMA and to notify the EMA if a Participant User withdraws his or her consent to the Participant User Agreement at any time during the term of this MOU.

VI. **Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

If to EMA:

Nick Crossley
Director
Emergency Management & Homeland Security Agency
2000 Radcliff Drive, Cincinnati, OH 45204

nick.crossley@hamiltoncountyohio.gov

If to PARTICIPANT:
Jeff Weckbach
Township Administrator
Colerain Township
4200 Springdale Road Colerain Township, OH 45251

jweckbach@colerain.org

Notice shall be considered tendered at the time it is received by the intended recipient.

VII. **Confidentiality**: Each party agrees to maintain the confidentiality of Confidential Information to which they have access as a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. No party shall post Confidential Information as part of a mass notification unless the law allows such information to be released. The requirements in this section shall survive any termination of this MOU.

VIII. **Termination:** The EMA or PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its

participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Section VI. Notice, above. Such notice shall be delivered to the EMA. A terminating PARTICIPANT shall uphold the obligations contained in Section VII. Confidentiality, above. Additionally, a terminating PARTICIPANT shall not be relieved from their cost obligation under Section IV. Cost, above, for the term in which they terminate. Upon termination, PARTICIPANT agrees to inform each Participant User to stop using the System and to relinquish all System access, user accounts, passwords and non-Participant data to EMA immediately. PARTICIPANT may choose to delete and/or export non-public contact information owned by PARTICIPANT, i.e. inter-departmental contact information. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the EMA for regional or multi-jurisdictional notification use as needed.

In the event that EMA terminates this MOU, EMA shall give PARTICIPANT reasonable notice.

IX. **Amendments:** This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT shall not be deemed an amendment.

X. **Public Records:** In the event that the EMA or PARTICIPANT receives a public records request seeking documents, communications, or other data related to the System, the party in receipt of the request shall immediately notify the other in accordance with Section VI. Notice, above. The parties shall reasonably cooperate in coordinating a response to the request. The cooperation contemplated in this section shall not be applicable to the defense of litigation instituted under R.C. 149.43.

Multiple Counterparts: Electronic Delivery/Signature: This MOU may be executed in counterparts. It is not necessary that the signature on behalf of each party appear on each counterpart copy, so long as each party executes the MOU. All counterparts of this MOU collectively constitute a single agreement. EMA is authorized to combine each party's execution sheets into a single document. Signatures to this MOU transmitted by fax, by electronic mail in "portable document format" (".pdf"), or by any other properly authenticated electronic means meeting the requirements of Ohio Revised Code Chapter 1306 and intended to preserve the original graphic and pictorial appearance of the MOU, shall have the same effect as physical delivery of the paper document bearing the original signature. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding equivalent to a handwritten signature by a person with the intent to sign this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

HAMILTON COUNTY EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

By: _____ Date: _____
Nick Crossley, Director

PARTICIPANT: COLERAIN TOWNSHIP

By: Jeff Weckbach _____ Date: 03/20/24
Jeff Weckbach (Mar 20, 2024 10:34 EDT)
Jeff Weckbach, Township Administrator

ATTACHMENT 1
Countywide Public Mass Notification System
Cost obligation for Colerain Township
For Annual Term

1. Citizen Notification …… $4,000

   - Unlimited opt-in registrants.
   - Unlimited emergency text message and email notifications.
   - Operational text messages, as defined by SMS carrier restrictions, have a limited allotment each month which is shared amongst the participating jurisdictions. Specific limits will be communicated as they are defined after the use of operational text messages is being implemented.
   - 1,000,000 minutes to be shared for voice notifications amongst the participating jurisdictions.

NOTES:

Operational SMS Text Messages: If the operational text message allotment is exceeded, prior to the EMA's yearly renewal with Rave, the EMA, may in its discretion, purchase additional operational SMS messages from Rave. In this event, all participating jurisdictions, including PARTICIPANT, agree to be responsible for a portion of the additional cost in proportion to the operational SMS text messages it used. PARTICIPANT agrees it shall promptly pay EMA upon receipt of an invoice.

Voice Notification Minutes: If the voice notification minutes are totally expended prior to the EMA's yearly renewal with Rave, the EMA, may in its discretion, purchase additional voice notification minutes from Rave. In this event, all participating jurisdictions, including PARTICIPANT, agree to be responsible for a portion of the additional cost in proportion to the minutes it used from the initial 1,000,000 minutes allocated. PARTICIPANT agrees it shall promptly pay EMA upon receipt of an invoice.

Total: $4,000

EXHIBIT A

Rave Mobile Safety Master License and Services Agreement

RAVE WIRELESS, INC. AND SWIFTREACH NETWORKS, LLC
MASTER LICENSE AND SERVICES AGREEMENT
APPROVED BY GSA AUGUST 12, 2021

This Master License and Services Agreement (together with Rave's Support and Service Level Policy and all Rave order forms ["Order Forms"] entered into by the Parties, the "Agreement") governs the license of all Products and acquisition and use of all Services provided to the client referenced on the accompanying Order Form ("Client") by Rave Wireless, Inc. d/b/a Rave Mobile Safety or SwiftReach Networks, LLC, depending on which entity executed the Order Form (in either case, such entity is referred to herein as "Rave"). Each of Rave and Client shall also be referred to individually as a "Party" and collectively as the "Parties".

1. SERVICES AND PRODUCTS

1.1 Services. In consideration of the Fee(s) payable by Client pursuant to the Order Form(s), Rave shall provide the Client with (i) the Rave services specified in such Order Form(s), (ii) the related technical support services specified in Rave's Support and Service Level Policy ("Support"), and (iii) the license to Rave's related proprietary application software product(s) and Documentation (collectively, "Products") set forth in Section 1.2 below. For purposes of this Agreement, the Rave services, Support and Products referred to above in (i)-(iii), together with any Professional Services specified in the Order Form(s), are collectively referred to as the "Services".

1.2 Products License. Subject to the terms and conditions of this Agreement, Rave hereby grants to Client a limited, non-exclusive, non-transferable (except pursuant to Section 9.5 below), non-sublicensable right and license during the applicable License Term (i) to access and operate the Products, (ii) to permit Administrators to use the features and functions of the Products, and (iii) to make copies of the Documentation solely for Client's internal use by Administrators. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Products. Subject to Client's payment of the Fees and all other amounts that may be payable with respect to the Products, Rave shall, during the applicable License Term, make any such updates and upgrades available to Client if and when generally released to its other licensees at no additional cost (but not including any software marketed by Rave as a separate product or as a module for which additional fees are charged). Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Products and shall be subject to all of the terms and conditions set forth in this Agreement. Client acknowledges that Rave and its licensors own all intellectual property rights in the Products (and all derivative works thereof), and Rave expressly reserves all rights not expressly granted to Client hereunder.

1.3 Product Restrictions. Except to the extent otherwise expressly authorized by Rave under this Agreement, Client shall not, and shall not allow any third party to, copy, modify, adapt, translate, publicly display, publish, create derivative works of or distribute any of the Products. Client will not use any Product for any purpose beyond the scope of the licenses granted in Section 1.2 above. Without limiting the foregoing, Client will not (i) authorize or permit use of the Products by or for persons other than Administrators; or (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Products is compiled or interpreted. Client shall duplicate all proprietary notices and legends of Rave upon any and all copies of the Products authorized to be made by Client and shall not remove, alter or obscure any such proprietary notice or legend.

2. TERM AND TERMINATION

2.1 License Term and Agreement Term. The initial term of each license to a Product under this Agreement shall be set forth in the applicable Order Form ("Initial License Term"). Except as otherwise specified in such Order Form, each license maybe renewed on the same terms and conditions herein for successive one-year terms by executing a new Order in writing (each, a "Renewal License Term"), at Rave's then-current pricing not to exceed the then current GSA Schedule Pricelist. As used in this Agreement, "License Term" means the entire period during which the license to a Product is in effect. The term of this Agreement shall commence on the Effective Date of the initial Order Form entered into by the Parties and, subject to any earlier termination of this Agreement by a Party pursuant to Section 2.2 below, shall automatically expire on such date that it is not renewed ("Agreement Term").

2.2 Termination for Breach/Bankruptcy. When the Client is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the Contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, both parties shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer, subject to Rave's rights of appeal.

2.3 Effect of Termination. Upon termination or expiration of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information and, in the case of the Client, the Products; (ii) return to the other Party or, at the other Party's option, destroy, all originals and all copies of such other Party's Confidential Information then in its possession; and (iii) shall promptly pay all amounts due and remaining payable hereunder. Termination or expiration of this Agreement will automatically terminate all licenses granted hereunder.

2.4 Survival of Obligations. The provisions of this Agreement that, by their nature, are intended to survive a termination or expiration of this Agreement (or the license to any Products hereunder), including without limitation Client's obligations to pay any amounts due and outstanding hereunder and the provisions of Sections 2.4, 4, 5, 6, 7, 8, 9 and 10 hereof, shall survive termination or expiration of this Agreement.

3. PROFESSIONAL SERVICES

Any Professional Services to be provided by Rave to Client shall be provided in accordance with the specific terms and conditions of the relevant Order Form covering such Professional Services.

4. FEES AND PAYMENTS

The license fees payable by Client for each Product and the fees payable for any related Professional Services are set forth in the applicable Order Form covering such Product(s) and/or Professional Services, as the case may be in accordance with the GSA Schedule Pricelist (collectively, "Fees"). Vendor shall state separately on invoices taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes (based on the current pricing of the Services) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229. Client must notify Rave, or its designee, in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Client shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period subject to the Federal Acquisition Regulation invoice dispute procedures. Rave reserves the right to charge, and Client agrees to pay, a late charge equal to the rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

5. CLIENT OBLIGATIONS

5.1 Client Operation of Products. Client acknowledges and agrees (i) that Client is responsible for certain aspects of the operation of the Products, as set forth in the Documentation, including the related training and supervision of Administrators, and (ii) that in no event shall Rave have any liability arising from Client's or any Administrators' failure to operate the Products in accordance with the Documentation.

5.2 Client Compliance. Client only shall use the Services in compliance with all applicable laws, regulations, ordinances, rules or other requirements promulgated by governing authorities or imposed by Third Party Service Providers having jurisdiction over the Parties or are involved with the operation or use of the Services. Client agrees to cooperate fully with Rave to ensure that Rave and Client comply with such requirements. Client shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory threatening, obscene, or otherwise objectionable, including material that is false or misleading or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property, privacy or other laws or regulations; (ii) use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out; (iii) send messages only to individuals who have opted-in to receive messages from Client and have not opted out; or (iv) use the Services or Rave systems to introduce malicious programs into the Products, Rave's systems, or the

Third Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data. Under no circumstances shall Client make any representations, warrantees or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement. Client shall be responsible for the compliance by all Designated Institutions and their respective Administrators, and End Users with all of the terms and conditions of this Agreement.

5.3 Client Content. If Client provides or otherwise makes available any information or any other data collected by Client or a third party regarding End Users to Rave or any Third Party Service Provider or Emergency Service Provider in connection with the operation or use of the Services (collectively, the "Client Content"), Client represents and warrants that Client has all legal rights to such Client Content, in order to use and disclose, and permit use and disclosure of, the Client Content in connection with the operation and use of the Services as contemplated by the Documentation and this Agreement.

6. LIMITED WARRANTY AND LIMITATIONS

6.1 Limited Warranty. RAVE WARRANTS THAT THE SERVICES AND PRODUCTS WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICES AND PRODUCTS WRITTEN MATERIALS ACCOMPANYING IT. ANY FAILURE TO FULFILL THIS WARRANTY SHALL BE HANDLED IN ACCORDANCE WITH THE PROVISONS OF APPENDIX 1 (SUPPORT AND SERVICE LEVEL POLICY). EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RAVE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, RELATING TO THE SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY RAVE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Rave does not warrant that the Services or Products will meet Client's or any Designated Institution's requirements, that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. Without limiting the foregoing, Client acknowledges and agrees that (i) Rave cannot guarantee the performance of any Third Party Service Provider or Emergency Service Provider and that neither Party may make any claims or guarantees on behalf of Third Party Service Providers or Emergency Service Providers regarding any matters, (ii) delivery of any messages or any information regarding End Users in connection with the operation or use of the Services is not guaranteed and neither Rave nor any Third Party Service Provider or Emergency Service Provider shall be responsible for any failure of delivery, and (iii) Rave shall not be responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers or Emergency Service Providers. Client acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

6.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR, IN RAVE'S CASE, ITS REPRESENTATIVE, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. Notwithstanding anything herein to the contrary, the cumulative liability of either Party to the other and any third party for all claims arising from or relating to this Agreement and/or the operation or use of the Services and Products shall not exceed the total amount of all Fees paid to Rave by Client under the applicable Order, regardless of whether any action or claim is based on warranty, indemnification, contract, tort, strict liability or otherwise. The existence of multiple claims will not enlarge this limit. The warranty disclaimers and exclusions and limitations of liability in this Section 6 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and form an essential basis of the bargain between the Parties. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Rave's gross negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law. Absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

7. CONFIDENTIALITY

7.1 Mutual Confidentiality Obligations. Each Party agrees: (i) to use the Confidential Information of the other Party only for the purposes of this Agreement; (ii) to hold in confidence and protect the Confidential Information of the other Party from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information of the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing or are otherwise required to treat such information as confidential; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

7.2 Confidentiality Exceptions. The foregoing restrictions shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient Party; (iii) is rightfully communicated to the recipient Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient Party; (vi) is approved for release or disclosure by the disclosing Party without restriction; or (vii) is required to be publicly disclosed by the recipient Party pursuant to applicable freedom of information laws. Each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure shall first have given written notice to the other Party (if permitted) and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make court filings. Rave recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

7.3 Disclosure of Information about End Users. Rave shall not rent, trade or sell information regarding End Users (including, but not limited to, any Client Content) to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Rave may disclose any such information to Third Party Service Providers and Emergency Service Providers in connection with the operation and use of the Services or as necessary to comply with applicable laws and governmental orders and (ii) under no circumstances shall Rave or any Rave Representative be liable for the failure of Client or any third party (including, but not limited to, any Designated Institution, Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

8. INDEMNIFICATION

8.1 Except as otherwise provided below, Rave shall have the right to intervene to defend or, at its option, settle any claim, suit, or other action brought by a third party against Client directly and to the extent arising out of an allegation by such third party that any use of or access to a Product by Client as expressly authorized under this Agreement infringes any U.S. patent issued to such third party (each, a "Claim"), and Rave shall indemnify and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any such Claim finally awarded to such third party by a court of competent jurisdiction after all appeals have been exhausted or at the time of a final settlement of such Claim by Rave (collectively, "Losses"), provided that Client gives Rave (i) prompt written notice of such Claim; (ii) sole authority to control and direct the defense and/or settlement of such Claim; and (iii)

such information and assistance as Rave may reasonably request, at Rave's expense, in connection with such defense and/or settlement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Upon the occurrence of any Claim for which indemnity by Rave is or may be due under this Section 8, or in the event that Rave believes that such a Claim is likely, Rave may, at its option (I) modify the relevant Product so that it becomes non-infringing, or substitute functionally equivalent software or services; (II) obtain a license to the applicable third-party intellectual property rights; or (III) terminate this Agreement (or the license to such Product hereunder) on written notice to Client and provide a prorated refund to Client for any unused license fees under the then-current License Term. Rave shall not be liable for any costs or expenses incurred by or on behalf of Client in connection with any Claim for which indemnity by Rave is or may be due under this Section 8 without the prior written consent of an authorized officer of Rave. Rave's indemnity obligations set forth in this Section 8 shall constitute Rave's entire liability and Client's sole remedy for any actual or alleged intellectual property infringement claim with respect to the Services or Products. Notwithstanding anything herein to the contrary, Rave shall have no obligation or liability for any intellectual property infringement claim and any related losses, costs, expenses, damages and liabilities whatsoever to the extent arising from (a) the combination, operation, or use of the Product with products, services, information, materials, technologies, business methods or processes not furnished by Rave or otherwise expressly contemplated by the Documentation; (b) modifications to the Product, which modifications are not made by Rave or any party expressly authorized by Rave in writing; (c) use of the Product except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by Rave in writing; (d) failure of Client to implement any updates and upgrades provided by Rave that would make the Product non-infringing; and/or (e) any intellectual property provided or otherwise made accessible to Rave by Client or any of its Affiliates.

8.2 Reserved.

9. MISCELLANEOUS

9.1 Applicable Law/Dispute Resolution. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the Federal laws of the United States, and, where relevant, the laws of the Commonwealth of Massachusetts. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.2 Services Outside the US. If Client is interested in purchasing Services for delivery outside of the United States, Client acknowledges and agrees that, in addition to any restrictions that may be imposed on Client by any Third Party Service Provider, any such territory outside the United States may impose its own restrictions resulting from applicable law, telecommunication or internet infrastructure limitations, telecommunication or internet service provider policies, or communication device customizations that inhibit or prevent the delivery of SMS, text or other messaging, or restrict the ability to place or receive certain calls (e.g., outbound toll-free calls). Such restrictions may impede certain aspects of the Services. Rave shall not be responsible for any such impediments or any unavailability of the Services as a result thereof.

9.3 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

9.4 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or by nationally recognized overnight courier service, to the Parties to the Agreement and addressed, if to Client, as set forth in the Order Form, or if to Rave, as follows:

Rave Wireless, Inc.
492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Attention: Chief Executive Officer

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient and sends a duplicate of such notice by the means specified herein. Such notices shall be effective on the date indicated in such confirmation.

9.5 Assignment. Subject to the procedures set forth in FAR Part 42.1204, neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, not to be unreasonably withheld, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Rave and Client and their respective permitted successors and assigns.

9.6 Independent Contractors. Client and Rave acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

9.7 Amendment/Waiver. No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of both Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

9.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.

9.9 Export Controls. Client will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

9.10 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.11 U.S. Government Licensees. Each of the components that constitute each Product is a "commercial item" as that term is defined at 48CFR 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 CFR 12.212. Consistent with 48 CFR 12.212, all U.S. Government licensees acquire the Product with only those rights set forth herein.

9.12 Immunity. If applicable and to the extent not prohibited or otherwise authorized by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including, but not limited to, governmental or other immunity, indemnification or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

9.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

9.14 Signatures. This Agreement will be deemed to be executed upon the execution by the Parties of any Order Form incorporating this Agreement by reference therein.

9.15 Entire Agreement. This Agreement, together with the SLP and all Order Forms entered into by the Parties, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except as specifically provided herein, supersedes all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any terms other than as expressly provided for in this Agreement. In the event a conflict arises between this Agreement and the provisions of any other document comprising part of this Agreement, this Agreement will govern unless the other document expressly provides otherwise.

10. DEFINITIONS

10.1 "Administrators" mean personnel of Client and Designated Institutions authorized by Client to access the Products on behalf and for the benefit of Client and such Designated Institutions, respectively.
10.2 "Affiliate" means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.
10.3 "Client" means the client specifically identified on the Order Form(s).
10.4 "Confidential Information" means the terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personally identifiable information regarding End Users and all other information that either Party treats as proprietary or confidential.
10.5 "Control" and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.
10.6 "Designated Institution" means any Affiliate and/or any other institution, organization, entity and person for whose benefit Client is licensing one or more Products hereunder as specified in the relevant Order Form.
10.7 "Documentation" means Rave's then-current standard product and user guides and/or related documentation generally made available to licensees of Products, as such Documentation may be modified by Rave, in its sole discretion, from time to time.
10.8 "End Users" means individuals associated with Client and/or any Designated Institution who register with Rave or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services and individuals who independently register with Rave to establish a safety profile or are otherwise eligible to receive or utilize the benefit of the Services. During the Term, Client shall be responsible for notifying Designated Institutions and End Users that they are each subject to Rave's applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).
10.9 "Privacy Policy" means Rave's Privacy Policy attached hereto.as Appendix 2.
10.10 "Professional Services" means the separate support offerings for Client that are not included as part of the Support, but are provided by Rave at an additional cost as specified in the applicable Order Form(s), including, but not limited to, those related to the set-up, integration and training for each Product.
10.11 "Rave Representatives" means Rave and its Affiliates and each of their respective directors, officers, employees, contractors and other representatives.
10.12 "Support and Service Level Policy" or "SLP" means the Support and Service Level Policy for the Products set forth in Appendix 1 hereto.
10.13 "Terms of Use" means Rave's separate Terms of Use for Designated Institutions and for End Users, as such Terms of Use may be amended by Rave, in its sole discretion, from time to time.
10.14 "Third Party Service Provider" means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by End Users or a licensor or other third party from whom Rave has received sublicensing rights in connection with the operation or use of the Products, as the case may be.

[Remainder of Page Intentionally Left Blank.]

APPENDIX 1
(TO RAVE WIRELESS, INC. & SWIFTREACH NETWORKS, LLC MASTER LICENSE AND SERVICES AGREEMENT)

SUPPORT AND SERVICE LEVEL POLICY ("SLP")

Purpose

This SLP sets forth Rave's undertakings with respect to providing customer support to the Client and the service levels associated with the Services provided to Client during the Term of the Agreement.

1. Service Reliability. Rave shall provide an uptime of 99.999% for the Services, subject to scheduled updates and scheduled maintenance and to any downtime caused by the Client or by Third Party Service Providers. For unplanned downtime (an "Event"), Rave will assign a trouble severity code based on Rave's assessment of the Event at the point of trouble identification. Rave will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	**"Sev 1 Error"** means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Services	20 min.	30 min.
Sev 2	**"Sev 2 Error"** means a non-catastrophic Event causing a significant component of the Services to fail or to perform materially different than expected, creating significant inconvenience to the Client	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	2 hour
Sev 3	**"Sev 3 Error"** means an Event that: (a) has minimal current impact on the Client, and (b) causes a malfunction of a non-essential Product feature.	For Events reported during normal business hours, 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

2. Points of Contact and Escalations. If Client experiences an Event, Client may contact Rave's customer support hotline at 888-605-7163 available 24X7X365 or by e-mail at techsupport@ravewireless.com.

- Non-Sev 1 Events are submitted via email at techsupport@ravewireless.com.
- For Sev 1 Events, Rave will provide continual support until the Event is resolved.

Client and Rave will exchange ticket numbers for tracking an Event beginning with the initial report of trouble. Client may be required to interface with any third party hardware and software vendors, carriers or other service providers.

Client Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
1st Point of Contact				
1st Escalation				
2nd Escalation				

3. Carrier and Other Service Provider Related Service Guarantees. Rave does not provide any service levels or support with respect to any carrier or other Third Party Service Provider. Rave's sole responsibility with respect to carriers and other Third Party Service Providers will be to make commercially reasonable efforts to ensure availability of such third party's services.

4. Change Control Management/Update Management.

A. Product Modifications by Rave: Rave may modify Products from time to time to install bug fixes and required updated (as deemed appropriate by Rave).

B. Implementation of Updates/Maintenance: Rave will ensure that any planned maintenance and update events within the Products will be executed in a professional manner. Proper execution includes advance notification to Client by Rave.

C. Service Interruptions and Advanced Notification Requirements: Rave will provide Client with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on Services.

Rave shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Client. "Emergency" shall mean that Rave has become aware of a problem that, if an immediate remedy is not implemented, will prevent Rave from continuing to support and provide the elements and aspects of the Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether Rave has achieved its service uptime goal.

5. Availability.

Rave will have no liability for unavailability of any Services caused, in whole or in part, by Client's use of the Services other than in accordance with the terms and conditions of the Agreement or the Documentation, by any Designated Institution's operation or End User's use of the Services other than in accordance with Rave's applicable then-current Terms of Use, or for any causes beyond the reasonable control of Rave or that are not reasonably foreseeable to Rave, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, the failure or unavailability of any services provided by Third Party Service Providers or Emergency Service Providers, or any inaccuracy or insufficiency in any information regarding End Users.

6. Service Credits.

Credits for Failure to Achieve Service Level Standards: If Rave experiences any Severity 1 Downtime during a particular month, Client shall also be eligible to receive a credit equal to the pro-rated dollar value of three (3) times the actual number of minutes during such month related to the service level failure. "Downtime" means the total number of minutes during such month that the Service was unavailable at a Sev 1 Severity Code during that month.

7. Credit Requests and Payment.

To request a credit, Client must send an email to Rave at finance@ravemobilesafety.com within ten (10) days of the end of the calendar month in which the failure occurred. Client must include the Client Name, Contact Name and email address, and dates and times of unavailability. If Rave confirms that you are owed Service Credits, we will issue a credit to your account within ten (10) business days. Credits may only be used against future billing charges.

[Remainder of Page Intentionally Left Blank.]

APPENDIX 2
(TO RAVE WIRELESS, INC. & SWIFTREACH NETWORKS, LLC MASTER LICENSE AND SERVICES AGREEMENT)

PRIVACY POLICY

[attached hereto]

Rave Alert and Rave Guardian Privacy Policy

Date of Last Revision: May 1, 2020

Introduction

This Privacy Policy applies to data collection by Rave Mobile Safety, Inc. ("Rave Mobile Safety," "we" or "us") via Rave Mobile Safety-branded apps including Rave Alert (getrave.com) and the Rave Guardian mobile app (each, a "Site" and collectively the "Sites") and shall apply to your use of the Sites and their capabilities and services ("Services"). This Privacy Policy excludes services that state that they are offered under a different privacy policy. This Privacy Policy governs the manner in which Rave Mobile Safety collects information from you ("User" or "you") on the Sites.

Our Privacy Policy explains: (1) what information we collect and why we collect it; (2) how we use and share that information; (3) the choices we offer, including how to access and update information. Specifically, our Privacy Policy covers the following topics:

1. When This Privacy Policy Applies
2. Terms of Service
3. Information We Collect
4. How We Use Information We Collect
5. Our Legal Basis for Collecting Personal Data
6. Information We Share
7. Your Failure to Provide Personal Data
8. Our Retention of Your Personal Data
9. Your Choices and Accessing, Updating or Deleting Your Personal Data
10. Our Opt-in/Out-out Policy
11. Third Party Links
12. International Transfer
13. How We Protect Personal Data
14. Children
15. Direct Marketing and "Do Not Track" Signals
16. Changes to this Privacy Policy
17. How to Contact Us

Please familiarize yourself with our privacy practices and let us know if you have any questions. By using the Sites, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Sites.

Irrespective of which country you live in, you authorize us to transfer, store, and use your information in the United States and Canada, unless otherwise agreed upon between Rave Mobile Safety and your school or employer. The privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. Learn more about our data transfer operations in the "International Transfer" section below. If you do not agree to the transfer, storage and use of your information in the countries where we operate, please do not use the Sites.

If you have any questions or comments about this Privacy Policy, please submit a request to privacy@ravemobilesafety.com.

When this Privacy Policy Applies
Our Privacy Policy applies to the services offered by Rave Mobile Safety on the Sites and excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you, or other sites linked from our services or Sites. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Terms of Use
By accessing or using the Sites in any manner, you also agree to be bound by Rave Mobile Safety's Terms of Use (the "Agreement"). Please read the Agreement carefully. If you do not accept all of the terms and conditions contained in or incorporated by reference into the Agreement, please do not use the Sites.

Information We Collect
We collect information, including personal data, to provide better services to all our Users. We use the term "Personal Data" to refer to any information that identifies or can be used to identify you. Common examples of personal data include: first and last name, address, email address, business email address, organization name, phone, digital identity such as a login name or handle, information about your device, and certain metadata.

"Sensitive Personal Data" refers to a smaller subset of personal data which is considered more sensitive to the individual, such as race and ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric information, physical or mental health information, medical insurance data, or sexual orientation. Rave Mobile Safety does not collect or use Sensitive Personal Data through these Sites and asks that you do not provide Sensitive Personal Data to us.

We collect Personal Data in the following ways:

1. Information You Give to Us
When registering for our Services, you may choose to provide us with personal data such as your name, phone number, email address, address, and medical or household information. When using our Services, you may provide us with information sent between you and individuals authorized to administer our services. This information may include location and address information you elect to share with the Services. You may also provide us with Personal Data about yourself when your report a problem or have a question about our Sites or services. Please note that if you do not provide us with Personal Data, your ability to use certain aspects of our products and services may be limited.

2. Information We Obtain from Your Use of Our Sites
We collect certain information automatically, such as your operating system version, browser type, and internet service provider. When you use our Sites, we automatically collect and store this information in service logs. This includes: details of how you used our Sites; Internet protocol address; and cookies that uniquely identify your browser. We may also collect and process information about your actual location. The information we collect automatically is statistical data and may or may not include Personal Data, but we may maintain it or associate it with Personal Data we collect in other ways or receive from third parties.

3. Information our Customers May Give Us About You
Others buying our services for your use, such as your employer or your school, have the option to provide us with personal data and your eligibility to use the Services they purchased. The information provided by your employer or school may include your name, phone number, email address and address.

4. Cookies
We and our partners use cookies to collect and store information when you visit one of our services, and this may include using cookies or similar technologies to identify your browser or device. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our services. For more information about our use of cookies, including details on how to opt-out of certain cookies, please see our Cookie Policy.

How We Use Information We Collect
We use your personal data in ways that are compatible with the purposes for which it was collected or authorized by you, including for the following purposes:

1. To inform you about services available from Rave Mobile Safety;
2. To authorize access to our Sites and Services;
3. To provide you with Services;
4. To improve our customer service;
5. To respond to and support customers regarding their use of the Sites and Services;
6. To comply with all applicable legal requirements.
7. To investigate possible fraud or other violations of our Terms of Use or this Privacy Policy and/or attempts to harm our Users.

We use the information we collect from our Sites to provide, maintain, and improve them, to develop new services, and to protect our Company and our customers.

We may use information collected from cookies and other technologies, to improve your user experience and the overall quality of our services. For example, by saving your language preferences, we'll be able to have our services appear in the language you prefer. We may use your personal information to see which web pages you visit at our Sites and we may then develop statistics that help us understand how our visitors use our Sites and how to improve them. We

may also use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

We will ask for your consent before using information for a purpose other than those set out in this Privacy Policy.

Our Legal Basis for Collecting Personal Data
Whenever we collect Personal Data from you, we may do so on the following legal bases:

1. Your consent to such collection and use;
2. Out of necessity for the performance of an agreement between us and you, such as your agreement to use our services and products;
3. Our legitimate business interest, including but not limited to the following circumstances where collecting or using Personal Data is necessary for:

- Intra-company transfers for client data for administrative purposes;
- Product development and enhancement, where the processing enables Rave Mobile Safety to enhance, modify, personalize, or otherwise improve our services and communications for the benefit of our customers, and to better understand how people interact with our Sites;
- Fraud detection and prevention;
- Enhancement of our cybersecurity, including improving the security of our network and information systems; and
- General business operations and diligence;

Provided that, in each circumstance, we will weigh the necessity of our processing for the purpose against your privacy and confidentiality interests, including taking into account your reasonable expectations, the impact of processing, and any safeguards which are or could be put in place. In all circumstances, we will limit such processing for our legitimate business interest to what is necessary for its purposes.

Information We Share
We do not share personal information collected through the Sites with companies, organizations and individuals outside of the Company unless one of the following circumstances applies:

1. With your consent. We will share personal data with companies, organizations or individuals outside of Rave Mobile Safety when we have your consent to do so.

2. Enterprise accounts. Your employer or school may offer you access to our Services. We will share personal data you provide with your employer or school. Your employer or school can review and manage your use of such enterprise Services.

3. For external processing. We provide personal information to our affiliates or other trusted businesses or partners to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures. These third parties include communication service providers, Emergency Service Providers and public safety agencies. Specific examples of permitted disclosure of personal data include:

1. Your wireless phone number may be submitted to other service providers in order to locate the device during an emergency or transmit messages that you send or receive.
2. In the event an emergency call or other direct communication is placed from your phone or device, and provided that the agency receiving the call uses our Services, your information may be displayed on the answering operator's workstation screen or to emergency responders.
3. In the event a non-9-1-1 call is made to a public safety agency from your phone and is then routed into a 9-1-1 system, if the receiving 9-1-1 agency uses our Services, your information may be displayed on the 9-1-1 operator's workstation screen. In these situations, once information is passed to the local 9-1-1 authorities, we no longer have control over the transmission of the information. It may be conveyed verbally over an unsecured radio or transmitted in some other way to the responding emergency response team or others.
4. In the event an Emergency Service Provider uses The Services database query tools, and your information includes an address within the querying Emergency Service Provider's jurisdiction, and a portion of your information matches the Emergency Service Provider's query criteria, and if you have elected to participate in this portion of the our Services, your information will be displayed in the search results presented to the Emergency Service Provider.

It is our policy to only share Personal Data with contractors, service providers and other third parties who are bound by contractual obligations to keep Personal Data confidential and use it only for the purposes for which we disclose it to them. Under certain circumstances, you may avoid having us share your information with our business partners and vendors by not granting us permission to share your information. Not granting us permission to share your information with our business partners or vendors may limit your access to their services through the Sites. We do not share personal information with third parties for their own marketing purposes.

4. For Legal Reasons. We will share Personal Data with companies, organizations or individuals outside of Rave Mobile Safety if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

1. Meet any applicable law, regulation, legal process or enforceable governmental request.
2. Enforce applicable Terms of Service, including investigation of potential violations.
3. Detect, prevent, or otherwise address fraud, security or technical issues.
4. Protect against harm to the rights, property or safety of Rave Mobile Safety, our Users or the public as required or permitted by law.

We attempt to notify Users about legal demands for their personal data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our

discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

5. Business Transfers. As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, Personal Data about our users is often a transferred business asset. In the event that Rave Mobile Safety itself or substantially all of our assets are acquired, Personal Data about our users may be one of the transferred assets.

6. Aggregate Site Use Information. We may share aggregate and anonymized/pseudonymized Personal Data to advertisers and other third parties in order to promote or describe use of the Sites.

Your Failure to Provide Personal Data

Your provision of Personal Data is required in order to use certain parts of our Sites and services. If you fail to provide such Personal Data, you may not be able to access and use our services on our Sites or parts of our services available via the Sites.

Our Retention of Your Personal Data

We may retain your Personal Data for a period of time consistent with the original purpose for collection. For example, we keep your Personal Data for no longer than reasonably necessary for your use of our products and services and for a reasonable period of time afterward. We also may retain your Personal Data during the period of time needed for us to pursue our legitimate business interests, conduct audits, comply with our legal obligations, resolve disputes, maintain security, prevent fraud and abuse, and enforce our agreements.

If your account is removed from our sites and services, we generally delete account information within 30 days of account removal, except as noted below. We retain your Personal Data even after you have closed your account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Use, or fulfill your request to "unsubscribe" from further messages from us.

Your Choices and Accessing, Updating or Deleting Your Personal Data

Whenever you use our services, we aim to provide you with choices about how we use your personal data. We also aim to provide you with access to your Personal Data. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. Subject to applicable law, you may obtain a copy of personal information we maintain about you or you may update or correct inaccuracies in that information through your Profile or Account, or by contacting us at privacy@ravemobilesafety.com. To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to the information. In addition, if you believe that personal information we maintain about you is inaccurate, subject to applicable law, you may have the right to request that we correct or amend the information by contacting us as indicated in the How to Contact Us section below.

- **European Users' Rights With Respect to Personal Data**

Some data protection laws, including the European Union's General Data Protection Regulation ("GDPR"), provide you with certain rights in connection with Personal Data you have shared with us. If you are resident in the European Economic Area, you may have the following rights:

1. The right to be informed: You are entitled to be informed of the use of your Personal Data. This Privacy Policy provides such information to you.
2. The right of access: You have the right to request a copy of your Personal Data which we hold about you.
3. The right of correction: You have the right to request correction or changes of your Personal Data if it is found to be inaccurate or out of date.
4. The right to be forgotten: You have the right to request us, at any time, to delete your Personal Data from our servers and to erase your Personal Data when it is no longer necessary for us to retain such data. Note, however, that deletion of your Personal Data will likely impact your ability to use our services.
5. The right to object (opt-out): You have the right to opt-out of certain uses of your Personal Data, such as direct marketing, at any time.
6. The right to data portability: You have the right to a "portable" copy of your Personal Data that you have submitted to us. Generally, this means your right to request that we move, copy or transmit your Personal Data stored on our servers / IT environment to another service provider's servers / IT environment.
7. The right to refuse to be subjected to automated decision making, including profiling: You have the right not to be subject to a decision and insist on human intervention if the decision is based on automated processing and produces a legal effect or a similarly significant effect on you.
8. The right to lodge a complaint with a supervisory authority: You may contact us using the contact information below, and we will consider your request in accordance with applicable laws.

- **Changing or Deleting Your Information**

You may update your information stored on the Sites at any time, as applicable to your Sites and Services:

1. Where you have been given access to the Sites and Services, you may update your information in the "My Profile", and/or "My Account" areas.
2. Where your organization provides your information on your behalf, you must contact the organization to access this information or request changes to your information.

You may also update or correct information about yourself by emailing us at privacy@ravemobilesafety.com. We may retain an archived copy of your records as required by law, to comply with our legal obligations, to resolve disputes, to enforce our agreements or for other legitimate business purposes.

We may contact you to request that you update your Personal Data on a regular basis to ensure its integrity for the purposes of ongoing data management.

- **Our Opt-in/Opt-out Policy**

By providing an email address or other contact information on the Rave Mobile Safety Sites, you agree that we may contact you in the event of a change in this Privacy Policy, to provide you with any service related notices, or to provide you with information about our events, invitations, or related educational information.

For purposes of this Privacy Policy, “opt-in” is generally defined as any affirmative action by a user to submit or receive information.

We currently provide the following opt-out opportunities:

1. At any time, you can follow a link provided in offers, newsletters or other messages (except for e-commerce confirmation or service notice emails) received from us to unsubscribe from the service.
2. At any time, you can contact us through privacy@ravemobilesafety.com or the address provided below to unsubscribe from the service and opt-out of our right per your consent under the terms of this Privacy Policy to share your Personal Data.
3. Where you have been given access to the Sites and Services, you may update your subscription settings in your account.
4. Where your organization may provide your information on your behalf, you must contact the organization to access this information or request changes to your information.

Notwithstanding anything else in this Privacy Policy, please note that we always reserve the right to contact you in the event of a change in this Privacy Policy, or to provide you with any service-related notices.

Third Party Links

The Sites may contain links to webpages operated by parties other than Rave Mobile Safety. We do not control such websites and are not responsible for their contents or the privacy policies or other practices of such websites. Our inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. Further, it is up to the User to take precautions to ensure that whatever links the User selects or software the User downloads (whether from this Site or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. These websites and services may have their own privacy policies, which the User will be subject to upon linking to the third party's website. Rave Mobile Safety strongly recommends that each User review the third party's terms and policies.

International Transfer

We are committed to complying with applicable laws, regulations and mandatory government standards regarding the protection of Personal Data.

Since we are a global organization, Personal Data and any additional information submitted may be used globally in connection with employment, business processes within Rave Mobile Safety, or communicating with our clients. Therefore, Personal Data may be transferred to other Rave

Mobile Safety entities worldwide, where it will be processed in accordance with this Privacy Policy and laws that are applicable in each country. Countries where we process data may have laws which are different, and potentially not as protective, as the laws of your own country.

If we transfer your Personal Data out of your jurisdiction, we will implement suitable safeguards and rely on legally provided mechanisms to lawfully transfer data across borders to ensure that your Personal Data is protected.

How We Protect Personal Data

Rave Mobile Safety maintains administrative, technical and physical safeguards designed to protect the User's Personal Data and information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account technological reality, cost, the scope, context and purposes of processing weighted against the severity and likelihood that the processing could threaten individual rights and freedoms. For example, we use commercially reasonable security measures such as encryption, firewalls, and transport layer security (TLS) or hypertext transfer protocol secure (HTTPS) to protect Personal Data.

If Rave Mobile Safety collects account information for payment or credit, Rave Mobile Safety will use the information only to complete the task for which the account information was offered.

Children

We do not intentionally collect any information about children under the age of 13 unless and until a relevant institution has provided consent and authorization for a child under the age of 13 to use the Sites or services and for us to collect information from such child. If you believe that we might have inadvertently collected personal information from a child under age 13 without proper consent, please contact us at privacy@ravemobilesafety.com. If we learn that we have inadvertently collected the personal information of a child under 13, or equivalent minimum age depending on jurisdiction, without proper consent, we will take steps to delete the information as soon as possible.

Direct Marketing and "Do Not Track" Signals

Rave Mobile Safety does not track its customers over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However, some third-party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your browser may include controls to block and delete cookies, web beacons and similar technologies, to allow you to opt out of data collection through those technologies.

Privacy Rights of California Residents

California residents are entitled under the California Consumer Privacy Act to contact us for various purposes, including to request information about whether we have disclosed personal information to third parties for their direct marketing purposes. We do not disclose personal information to third parties for their direct marketing purposes. California residents have the right to be informed as to what personal information about them we may have, how we collected and may

use that information and how to have it corrected or deleted, and may request further information about our compliance with this law by contacting us by one of the means listed in the “How to Contact Us” section below.

Changes to this Privacy Policy

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services or products, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

How to Contact Us

If you have any specific questions about this Privacy Policy, you can contact us via email or phone, or by writing to us at the address below.

Rave Mobile Safety, Inc.
Attn: Privacy Policy Inquiry
492 Old Connecticut Path
2nd Floor
Framingham, MA 01701

Toll-free: 888-605-7164

privacy@ravemobilesafety.com

Rave Smart 911 Privacy Policy

Last revision: March 6, 2017

Rave Mobile Safety ('Rave' or 'we', 'us' or 'our') is committed to protecting your privacy. Please read the following to learn more about our privacy policy (the 'Privacy Policy'). This Privacy Policy explains our practices regarding the collection, use, disclosure, and protection of information that is collected through our products, services, applications and our website (collectively, the 'Service' or 'Services'), as well as your choices regarding the collection and use of information. Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use.

Collection of your Personal Information

To use the Services and/or create a Subscriber Account, you must provide personal information such as name, e-mail address, physical address and phone number.

You may choose to provide additional personal information in your Subscriber Account. The types of additional personal information collected may include driver's license number, license plate number, photos, and date of birth. You may also include personal health information such as medical and health conditions, medical devices and medications. This additional information is OPTIONAL and is provided at your sole discretion. It is your responsibility to determine how much or how little information you wish to make available.

If you are a legal guardian or parent of a minor, you may provide the Service with personal information including personal health information about the minor and we will treat it under this Privacy Policy.

You have Control over your Personal Information

You can change your Subscriber Account at any time, whether it is the information supplied at registration, as part of maintaining your Subscriber Account, or anything else. You may add, modify, or remove information on your Subscriber Account by logging into www.smart911.com and accessing your profile.

You may add or remove which Services you choose to participate in at any time, by logging into www.smart911.com and modifying your preferences.

You may cancel any or all of the Services at any time by logging into www.smart911.com, and accessing account settings.

You also understand that we use your personal information to provide you with the Services. If you refuse to provide us with the personal information we require or later withdraw your consent to use and disclose this information, we may no longer be able to provide you with these Services.

Sharing and Use of your Personal Information

Rave will not rent nor sell nor otherwise disclose your Subscriber information to anyone except as set out herein. In accordance with the specific Services you choose to participate in, the information you provide to the Services will be used, made available to others, and otherwise handled for these purposes.

Your information may be made available to participating safety and emergency response services during specific emergency incidents, including without limitation, 9-1-1 or equivalent, fire, police, emergency medical, emergency management, campus safety officials and public health services (collectively, "Emergency Service Providers").

Your information may be searchable to participating Emergency Service Providers for the purposes of emergency planning and/or response.

Your name, address, phone number and/or email may be used by authorized users ("Users") to send emergency and general interest notifications to you via various communication methods (e.g. voice calls, text messaging, email, etc.).

Your location and Subscriber information may be shared with other individuals that you have designated as Guardians.

In the event you send a "Tip", your Subscriber Information may be viewed by an Emergency Service Provider, unless the Emergency Service Provider receiving your Tip has configured the service to be anonymous.

When you invite a Guardian, we may send such person a message on your behalf using your name and contact details. We may also send reminders to them in your name.

We may release personal information when we believe in good faith that release is necessary to comply with laws including to comply with subpoenas, court orders, or other requests (including criminal and civil matters), or to enforce or apply our Terms of Use and other agreements; or to protect the rights, property, or safety of Rave, our employees, our users, or others. Notwithstanding anything to the contrary herein, we may retain personal information to comply with applicable law or as necessary in connection with legal proceedings.

We may share non-personal information such as aggregated non-identifying information to third parties. Our Service may automatically collect usage information, such as the numbers and frequency of visitors to our site and users who use our Service. We use this information in aggregate form and not in a manner that would identify you personally.

We may store or archive snapshots of then-current Subscriber information as it's made available to Emergency Service Providers, for the period of time dictated by Emergency Service Providers record keeping policies.

If the ownership of all or a substantial part of our business changes, we may transfer your information to a new owner so that the Service can continue to operate. In such a case, your information would remain subject to the terms of this Privacy Policy, unless you otherwise consent to the terms of a new or different policy.

The specific circumstances under which we may share your Subscriber Information will vary based on the information you provide, the Services you elect to participate in, and how you use the Services. Rave is not responsible for the actions or inactions of any third party receiving your Subscriber Account as permitted herein, including without limitation the disclosure or use of Subscriber Account information by such third party. These third parties may have their own respective privacy policies governing their use, protection and disclosure of your Subscriber Account.

Cookies and Log Files

We may use cookies and web log files to track Subscriber usage on an aggregate and anonymous basis. We do this for the purposes of continually improving our service, and simplifying your use of the Services. With both cookies and log files, the information that we collect and share is anonymous and not personally identifiable. It does not contain your name, address, telephone number, or email address.

Security of Your Personal information

Rave has security measures in place to protect against the loss, misuse and unauthorized alteration of the information under our control. We use practices, such as encryption, firewalls, and password protection systems to safeguard the information in your Subscriber Account. Your Subscriber Account is also protected by a password for your privacy and security. However, Rave cannot guarantee the security of user account or other personal information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

Children's Online Privacy Protection Act

In accordance with the Children's Online Privacy Protection Act ("COPPA"), Rave does not market to, or seek or expect or have any reason to expect any contact or information or registration from minors. If you are a minor less than 13 years old, please do not register for Services or provide any personal information about you to us. If you are less than 16 years old, do not provide any personal health information about yourself to us. If we learn that we have collected personal information including personal health information from a minor without the appropriate consent, we will delete that information.

Changes to this Privacy Policy

Rave Wireless may update this Privacy Policy at any time. The latest version of the Privacy Policy will always be available here, and the most recent revision date will be indicated at the top of this page. Please check this page occasionally to make sure you are aware of any updates. Questions regarding this Privacy Policy may be submitted here.

RAVE PANIC BUTTON PRIVACY POLICY

Last revision: March 17, 2017

Rave Mobile Safety ('Rave' or 'we', 'us' or 'our') is committed to protecting your privacy. Please read the following to learn more about our privacy policy (the 'Privacy Policy'). This Privacy Policy explains our practices regarding the collection, use, disclosure, and protection of information that is collected through our products, services, applications and our website (collectively, the 'Service' or 'Services'), as well as your choices regarding the collection and use of information. Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use.

Collection of your Personal Information

To use the Services and/or create a Subscriber Account, you must provide personal information such as name, e-mail address, physical address and phone number.

You also understand that we use your personal information to provide you with the Services. If you refuse to provide us with the personal information we require or later withdraw your consent to use and disclose this information, we may no longer be able to provide you with these Services.

Sharing and Use of your Personal Information

Rave will not rent nor sell nor otherwise disclose your Subscriber information to anyone except as set out herein. In accordance with the specific Services you choose to participate in, the information you provide to the Services will be used, made available to others, and otherwise handled for these purposes.

- Your information may be made available to participating safety and emergency response services during specific emergency incidents, including without limitation, 9-1-1 or equivalent, fire, police, emergency medical, emergency management, campus safety officials and public health services (collectively, "Emergency Service Providers").
- Your information may be searchable to participating Emergency Service Providers for the purposes of emergency planning and/or response.
- Your name, address, phone number and/or email may be used by authorized users ("Users") to send emergency and general interest notifications to you via various communication methods (e.g. voice calls, text messaging, email, etc.)
- We may release personal information when we believe in good faith that release is necessary to comply with laws including to comply with subpoenas, court orders, or other requests (including criminal and civil matters), or to enforce or apply our Terms of Use and other agreements; or to protect the rights, property, or safety of Rave, our employees, our users, or others. Notwithstanding anything to the contrary herein, we may retain personal information to comply with applicable law or as necessary in connection with legal proceedings.
- We may share non-personal information such as aggregated non-identifying information to third parties. Our Service may automatically collect usage information, such as the numbers and frequency of visitors to our site and users who use our Service. We use this information in aggregate form and not in a manner that would identify you personally.
- We may store or archive snapshots of then-current Subscriber information as it's made available to Emergency Service Providers, for the period of time dictated by Emergency Service Providers record keeping policies.

- If the ownership of all or a substantial part of our business changes, we may transfer your information to a new owner so that the Service can continue to operate. In such a case, your information would remain subject to the terms of this Privacy Policy, unless you otherwise consent to the terms of a new or different policy. The specific circumstances under which we may share your Subscriber Information will vary based on the information you provide, the Services you elect to participate in, and how you use the Services. Rave is not responsible for the actions or inactions of any third party receiving your Subscriber Account as permitted herein, including without limitation the disclosure or use of Subscriber Account information by such third party. These third parties may have their own respective privacy policies governing their use, protection and disclosure of your Subscriber Account.

Cookies and Log Files

We may use cookies and web log files to track Subscriber usage on an aggregate and anonymous basis. We do this for the purposes of continually improving our service, and simplifying your use of the Services. With both cookies and log files, the information that we collect and share is anonymous and not personally identifiable. It does not contain your name, address, telephone number, or email address.

Security of Your Personal information

Rave has security measures in place to protect against the loss, misuse and unauthorized alteration of the information under our control. We use practices, such as encryption, firewalls, and password protection systems to safeguard the information in your Subscriber Account. Your Subscriber Account is also protected by a password for your privacy and security. However, Rave cannot guarantee the security of user account or other personal information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

Children's Online Privacy Protection Act

In accordance with the Children's Online Privacy Protection Act ("COPPA"), Rave does not market to, or seek or expect or have any reason to expect any contact or information or registration from minors. If you are a minor less than 13 years old, please do not register for Services or provide any personal information about you to us. If you are less than 16 years old, do not provide any personal health information about yourself to us. If we learn that we have collected personal information including personal health information from a minor without the appropriate consent, we will delete that information.

Changes to this Privacy Policy

Rave Wireless may update this Privacy Policy at any time. The latest version of the Privacy Policy will always be available here, and the most recent revision date will be indicated at the top of this page. Please check this page occasionally to make sure you are aware of any updates. Questions regarding this Privacy Policy should be sent to techsupport@ravemobilesafety.com.

EXHIBIT B

Rave Terms of Use

Terms of Use

Date of Last Revision: October 2021

These Terms of Use (the "**Terms**") describe the terms under which you may access and use the mobile and web-based messaging and telecommunication services (the "**Services**") provided by Rave Wireless, Inc. dba Rave Mobile Safety ("**Rave**") and, if applicable, the client of Rave who has licensed certain applications from Rave and through which you were granted access to the services (the "**Client**").

The Services are a set of applications accessed through the web or mobile devices, the features of which vary based on which applications are licensed and to which you are granted access to and for which you register. These Terms may be modified by Rave at any time without prior notice. Changes to the Terms will be posted on this page, and this page will indicate at the top the date these Terms were last revised. You agree to be bound by any such modifications once they are posted on this web site (the "**Site**"), and your continued registration to use, or use of, the Services following any such posting constitutes your acceptance of such modifications.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Messaging

At any time you may stop SMS messages from being sent to your phone by simply texting STOP to 226787 or 67283 or 78015 or 77295 from your registered mobile phone. You will no longer receive text messages from Rave if you utilize this service. Text INFO or HELP to 226787 or 67283 or 78015 or 77295 from your registered mobile phone and you will be sent a text message with simple instructions.

By registering for this service you will periodically receive text messages. Message frequency may vary. Message and data rates may apply.

This service is compatible with the products and services provided by: Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, MetroPCS, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless.

Alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond Verizon's control may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that Verizon does not guarantee that alerts will be delivered.

T-Mobile and its affiliated brands are not responsible for delayed or undelivered messages.

Eligibility; Term

By using the Services, you represent that you have either reached the age of majority where you live or have valid parent or legal guardian consent to be bound by these Terms. If you do not know whether you have reached the age of majority where you live, or do not understand this section, please ask your parent or legal guardian for help and consent before registering for the Services or using the Services. If you are the parent or legal guardian of a minor who registers for the Services or uses the Services, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the Services. If you have not reached the age of majority and do not have valid parent or legal guardian consent to agree to these Terms, you must not use the Services or any Rave application.

Any registration by, use of or access to the Site or the Services by anyone under 13 is unauthorized, unlicensed and in violation of these Terms. You are responsible for obtaining access to the Services and acknowledge that such access may involve third party fees (such as Internet service provider, SMS, mobile data usage or other airtime charges). You are responsible for any such fees and any and all equipment necessary to access the Services. By agreeing to these Terms or by using the Services, the Site and the Rave applications and services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of the terms and conditions hereof. These Terms shall remain in full force and effect until your registration is terminated. Rave, at its sole discretion, may restrict or terminate your use of the Services for any reason, at any time. If Rave restricts or terminates your use of the Services because you have breached these Terms, you shall remain obligated under these Terms.

Registration

As part of the registration process, you or the Client must provide certain data and personally identifiable information (such as name, address, telephone number, account number, equipment identifiers, and Internet Protocol address that you or the Client makes available to Rave) about you (collectively, "**PII**"). You acknowledge and agree that you are responsible for the accuracy and completeness of your PII, whether provided to Rave by you or by the Client, and that the effectiveness of the Services will depend in part upon the accuracy and completeness of your PII. You agree to (a) provide to Rave and the Client accurate, current and complete PII and (b) maintain and promptly update such PII to keep it accurate, current and complete. You further agree that Rave or the Client may, but is not obligated to, contact you from time to time through the Services or otherwise to verify the accuracy and completeness of your PII.

You will utilize a password that will enable you to access the Services. You are responsible for maintaining the confidentiality of your password, and you are fully responsible for all activities that occur through the use of your password. You agree to immediately notify Rave of any unauthorized use of your password or any other breach of security. You agree that the Client (if applicable), Rave or the wireless carrier providing access to the Services shall not be liable for any loss or damage arising from your failure to comply with the foregoing.

Member Conduct

You acknowledge and agree that Rave or the Client each has the right, but not the obligation, to monitor, review and delete any messages, images or any other content that you publish, display or otherwise transmit directly or indirectly through the Services or the Site ("**User Content**") that in either of their sole judgment violates these Terms, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of others. You further agree to abide by any applicable Client terms and polices regarding or relating to the use of the Services. You agree that Rave shall have the right to suspend or remove any member who violates these Terms or any such policy at any time and without advanced notice to the member.

- You acknowledge and agree to the following with respect to use of the Services:
- You will not publish, display or otherwise transmit, directly or indirectly through the Services, User Content that is unlawful, abusive, harassing, libelous, fraudulent, defamatory, obscene or threatening;
- You may not knowingly restrict or inhibit any other user from using and enjoying the Services;
- You will not collect or use information about other users;
- You may not impersonate any other person or entity, or misrepresent your affiliation with any other person or entity;
- You may not knowingly post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- You will not post or transmit any information or content to which you do not have a right to post or transmit or that you do not wish to transmit to others;
- You will not in any way express or imply that any opinions contained in your communications are endorsed by Rave, or that the accuracy of any facts or circumstances described by you have been verified by Rave; and
- You may not use the Services in any way for sending Spam. Spam is defined for these purposes as unsolicited email, text messages or voice messages directed to people not personally known to you, including but not limited to junk mail, chain letters or other unsolicited bulk email, commercial or otherwise or any email or text message sent that Rave reasonably believes constitutes Spam, based on applicable laws and industry practices.

In the event that any User Content that violates the foregoing is posted on or through the Services or you are otherwise exposed or subject to offensive, indecent, objectionable, or otherwise damaging User Content, you agree that you shall hold harmless and waive any right to damages from the Client, the wireless carrier providing access to the Services or Rave related to such User Content. You further agree that you will notify the Client, if applicable, of such User Content.

Emergency Response Contact Service – Additional Terms

The Services may include a feature alerting an emergency response service (such as 911 or a private or public security force or emergency personnel) of a possible emergency. If this type of emergency response contact service is part of the Services provided to you, you expressly consent to Rave's disclosure of PII to any emergency response service or other emergency personnel in connection with the Services. You acknowledge that neither the Client (if applicable) nor Rave is responsible for any such emergency response services nor guarantees the accuracy, integrity or quality of any emergency response service.

You acknowledge that any emergency response contact service included as part of the Services is not intended to replace or as a substitute for traditional 911 service or contacting a police or security force or other emergency personnel directly and that you are responsible for determining whether to use Rave's emergency response contact service or a traditional 911 service, or whether to contact a police or security force or other emergency personnel directly.

Links

The Client may, based upon the Rave applications it provides, provide links to other websites or resources of possible interest to members. Because Rave and the Client have no control over such websites or resources, you acknowledge and agree that the Client and Rave are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You also acknowledge and agree that neither the Client nor Rave shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resource. All such websites are subject to their own policies and procedures.

Privacy and Disclosure of Information

Terms regulating the handling of PII with respect to the Services are described in the Rave Privacy Policy, which is an integral part of these Terms. By accepting these Terms, you are also acknowledging that you have also reviewed and are accepting the Rave Privacy Policy, as it may be amended from time to time.

You acknowledge and agree that you are granting Rave and the Client (if applicable) access to your PII and that the Client and Rave may provide to each other your PII, in each case in connection with the Services.

You understand and agree that the Client or Rave may send you certain communications, such as announcements, newsletters, service announcements and other administrative messages, and that these communications are considered part of your membership. Your ability to opt out of these communications will be governed by applicable laws, the Client's policies and Rave's policies. By using the Services, you agree that Rave and the Client may communicate with you by SMS, MMS, telephone, email, mobile app or other means and that information about your usage of the Services may be communicated to Rave by wireless carriers and other service providers.

You acknowledge that neither Rave nor the applicable Client shall be responsible for the actions or inactions of any third party to whom or to which PII is disclosed as permitted herein or in the Privacy Policy, including without limitation the disclosure or use of your PII by such third party.

Disputes

If there is any dispute between you and Rave about or involving the Services or these Terms, you agree that the dispute will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions and you also agree to personal jurisdiction by and venue exclusively in the state and federal courts of the Commonwealth of Massachusetts.

Disclaimer of Warranties; Limitation of Liability

THE SERVICES ARE PROVIDED "AS-IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE CLIENT (IF APPLICABLE) AND RAVE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER THE CLIENT NOR RAVE GUARANTEES OR PROMISES ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. THE SERVICES MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY A MEMBER FROM THE CLIENT, RAVE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE CLIENT OR RAVE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, GENERAL, COMPENSATORY, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM YOUR USE OF, OR OTHERWISE RELATING TO, THE SERVICES, INCLUDING WITHOUT LIMITATION, EMOTIONAL DISTRESS, BODILY OR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, EVEN IF THE CLIENT OR RAVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF THE CLIENT OR RAVE TO YOU RELATING IN ANY WAY TO THE SERVICES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO THE CLIENT OR RAVE FOR USE OF THE SERVICES DURING THE TERM OF MEMBERSHIP, OR (B) $100.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT RESULTING FROM INTERRUPTION, MALFUNCTION, INEFFECTIVENESS, OR UNAVAILABILITY OF THE SERVICES ATTRIBUTABLE TO ANY ACT OF GOD, FIRE, STRIKE, EMBARGO, WAR, TERRORIST ATTACK, INSURRECTION, RIOT, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL.

YOU ACKNOWLEDGE THAT THE AVAILABILITY, SPEED AND EFFECTIVENESS OF THE SERVICES WILL DEPEND IN PART UPON TELECOMMUNICATIONS, INTERNET, VOICE BROADCASTING, VOICE MESSAGING AND OTHER THIRD PARTY SERVICE PROVIDERS PROVIDING MOBILE TELEPHONE, INTERNET OR OTHER INTERMEDIARY SERVICES TO YOU THAT ALLOW OR RELATE TO THE USE OF THE SERVICES BY YOU. NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT ATTRIBUTABLE TO ANY SUCH THIRD PARTY.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OF ANY COMMUNICATIONS NETWORK, SERVERS OR SERVICE PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, TRAFFIC CONGESTION OR ANY COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO ANY COMPUTER RESULTING FROM USE OF THE SERVICES.

RAVE SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT RESULTING FROM THE CLIENT'S FAILURE TO COMPLY WITH THE TERMS OF ITS AGREEMENT WITH RAVE REGARDING THE SERVICES OR FROM YOUR FAILURE TO COMPLY WITH THESE TERMS OR ANY OTHER APPLICABLE TERMS OR AGREEMENT WITH RAVE.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY INCORRECT OR INACCURATE USER CONTENT POSTED ON THE SERVICES, WHETHER POSTED BY MEMBERS OR AS A RESULT OF ANY MALFUNCTIONING EQUIPMENT OR SOFTWARE.

NEITHER THE CLIENT NOR RAVE ASSUMES ANY RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, MEMBER COMMUNICATIONS OR POSTS.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE RESULTING FROM ANY USE OF THE SERVICES, ANY USER CONTENT POSTED ON THE SERVICES OR TRANSMITTED TO MEMBERS, OR ANY INTERACTIONS BETWEEN MEMBERS, WHETHER ONLINE OR OFFLINE.

THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY SHALL APPLY TO YOU AND YOUR REPRESENTATIVES, AGENTS, SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, NEXT OF KIN, AND ANY OTHER PERSON PURPORTING TO BE ACTING ON BEHALF OF YOU OR YOUR ESTATE.

Indemnity

You agree to indemnify and hold harmless Rave from any losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to a breach of these Terms by you. You also agree to indemnify, defend, and hold harmless Rave and its parents, affiliates, subsidiaries, officers, directors, employees, agents, contractors, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to a third-party claim if such claim arises from or relates to (a) your use of the Services or any breach by you of these Terms or (b) any privacy, employee, or consumer protection right that is implicated under these Terms or by any Rave service. These indemnity provisions shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or acceptance or the expiration or termination of your relationship with Rave.

Ownership

Rave and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights, in and to the Services and related software and documentation, and Rave reserves all rights not expressly granted hereunder.

U.S. Export Control

Any software provided for use by you from Rave in connection with the Services (the "**Software**") is subject to United States export controls. By downloading or using the Software, you represent and warrant that you are permitted to do so without obtaining, or requiring Rave to obtain, any license or approval from the United States or any governmental entity. You further agree that you will not, directly or indirectly, export or re-export, or permit the export or re-export, of any Software to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

Notices

Except as otherwise stated, any notice to Rave shall be given by certified mail to Rave Mobile Safety, 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701, Attention: Legal Department (or by e-mail to legal@ravemobilesafety.com). Any notice to you shall be given by certified mail or email to an address included in your PII. Notice shall be considered given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Notice given by postal mail shall be considered given three (3) days after the date of mailing.

Other

No agency, joint venture, employee-employer or franchiser-franchisee relationship between you and the Client or Rave is intended or created by these Terms. These Terms and any other terms regarding the Services provided in writing by Rave and accepted by you constitute the entire Agreement between you and Rave regarding the use of the Services, superseding any prior agreements between you and Rave relating to your use of the Services. The failure by the Client or Rave to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision and does not waive any right to act with respect to subsequent or similar breaches. Any provision of these Terms that by its nature or express terms should survive, including without limitation the sections entitled “Disputes”, “Disclaimer of Warranties; Limitation of Liability”, “Indemnity”, “Notices”, and “Other”, will survive the completion, expiration, termination or cancellation of these Terms. If any provision of these Terms is held invalid or unenforceable for any reason, such provision shall be considered to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability, and these Terms shall otherwise continue in full force and effect. Rave and the Client may assign their respective rights or obligations hereunder. You may not assign your rights or obligations hereunder without the prior written consent of Rave. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the respective permitted successors and assigns of Rave, the Client and you. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Support

Primary support for this service is provided by the client. Please visit the help page within the www.getrave.com website for further information. Should you need to contact Rave Mobile Safety directly, you can reach us by email at techsupport@ravemobilesafety.com or telephone at (866) 696-4447.

RAVE MOBILE SAFETY Do all you can today.™

Privacy Policy · Terms of Use

© 2024 Rave Mobile Safety. All rights reserved. Learn more about mass notification and emergency notification solutions.

EXHIBIT C

Smart 911 Terms of Use

Date of Last Revision: December 13th, 2022

Rave Wireless, Inc. d/b/a Rave Mobile Safety, a Delaware company ("Rave"), welcomes you, as a Subscriber to its services. Rave provides communication related services (collectively, "Services"), which are subject to these Terms of Use ("Terms" or "Agreement") and Privacy Policy ("Privacy Policy"). By accessing or using any of the Services, you signify that you have read, understood, and agree to be bound by these Terms, the Privacy Policy, as well as any additional terms or guidelines applicable to the specific Services you use, which shall be posted from time to time in such Services. All additional terms or guidelines applicable to the specific Services, along with the Privacy Policy, shall be incorporated into these Terms. In these Terms, you are sometimes referred to as "you" or "Subscriber".

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.

DESCRIPTION OF SERVICES

Services provided may vary based on specific options made available to and selected by the Subscriber through the user interface. The Services may include the following:

- Allow Subscribers to register and create an account (your "Subscriber Account") to include all of the information pertaining to you or your household that you choose to place on Rave's databases or otherwise provide or make available to Rave. Your Subscriber Account may also include information collected through the use of Services and dialing 9-1-1, such as the phone number placing a call into 9-1-1, and the location of a mobile phone ("Location Services") registered with a Subscriber Account. As a Subscriber, you control the content of your Subscriber Account, and the Services you wish to participate in, through smart911.com, affiliated websites, and affiliated mobile phone applications.
- Allow Subscribers to make information about the Subscriber and/or Subscriber's household available to participating safety and emergency response services during specific emergency incidents, including without limitation, 9-1-1 or equivalent, fire, police, emergency medical, emergency management, campus safety officials, public health services, services providing safety-related monitoring and response(collectively, "Emergency Service Providers").
- Allow Subscribers to make information about the Subscriber and/or Subscriber's household searchable to participating Emergency Service Providers for the purposes of emergency planning and/or response.
- Allow authorized users ("Users") to send emergency and general interest notifications ("Notification Services") to the Subscriber via various communication methods (e.g. voice calls, text messaging, email, etc), subject to the Subscriber's manageable notification preferences.
- Allow Subscribers to share their location and Subscriber information with Subscriber-designated individuals ("Guardians") in the event Subscriber designated conditions are met.
- Allow Subscribers to send photo and text messages ("Tips") to designated Emergency Service Providers.

YOU AS A SUBSCRIBER ACKNOWLEDGE AND AGREE THAT, BY REGISTERING FOR SERVICES AND/OR CREATING A SUBSCRIBER ACCOUNT, YOU PROVIDE CONSENT TO

RELEASE ALL SUBSCRIBER INFORMATION ON YOUR ACCOUNT TO EMERGENCY SERVICE PROVIDERS IN ACCORDANCE WITH THE SPECIFIC SERVICES OPTED IN BY SUBSCRIBER. RAVE DOES NOT GUARANTEE DELIVERY OF MESSAGES OR SUBSCRIBER ACCOUNT DATA.

YOU UNDERSTAND AND AGREE THAT NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO THE SERVICES AND THAT THE SERVICES MAY NOT BE UTILIZED BY EMERGENCY SERVICE PROVIDERS THAT DO HAVE ACCESS. Rave cannot control the manner in which emergency services are rendered and only select Emergency Service Providers have access to the Services, and therefore cannot guarantee that Emergency Service Providers will utilize the information provided by Subscriber.

Only authorized Users are permitted to launch messages through Rave's Notification Services. Authorized Users may include local municipalities, schools, businesses, or organizations that contract with Rave for the ability to launch messages through Rave's Services. You will only receive messages from Users authorized by the Emergency Service Providers associated with your Rave Services or notification preference selections.

All Users are bound by an agreement with Rave, and agree to use Rave's Services in accordance with all applicable laws and regulations.

Subscribers include any telephone number, email address, or address which has been provided in the Subscriber Account or have been registered into any of the Notification Services. Subscribers may include: Subscribers who voluntarily enter information into one of Rave's Services for the purpose of receiving messages from a specific User, Subscribers who are entered into the Service by use of a commercially available database, as well as those Subscribers who are entered into any Service by a User. Subscribers understand and agree that their registration into any of the Services shall connect the Subscriber with a specific User, or a specific User list, such that the Subscriber will receive messages from that User or when the User sends messages to such list. **Subscribers acknowledge and agree that, by registering with any of the Notification Services; they consent to be contacted through SMS, email, or voice call via an automated dialer using a pre-recorded message, by Rave and any User. All Users acknowledge and agree that, by entering any contact information into any of the Notification Services, the Subscriber who owns such contact information has expressly authorized the User to enter such information into the Notification Services to receive pre-recorded messages from the User via an automated dialer, SMS or email.**

Subscriber understands and agrees that by creating a Subscriber Account, you will periodically receive text messages. The frequency of these messages will depend on how you use this service, and how frequently Emergency Service Providers or Users send messages through this service. Message and data rates may apply.

At any time you may stop text messages from being sent to your mobile phone by simply texting STOP to number from which you are receiving messages (e.g. 22911, 67283, and/or 226787), after which time you will no longer receive text messages from the Services. Text INFO or HELP to 22911, 67283, or 226787 from your registered mobile phone and you will be sent a text message with simple instructions.

Service is compatible with the products and services provided by AT&T, Sprint, Verizon Wireless, T-Mobile, and most other mobile phone carriers. A complete list of supported carriers is displayed during phone registration.

SUBSCRIBER RESPONSIBILITIES

EACH SUBSCRIBER UNDERSTANDS AND AGREES THAT SERVICES PROVIDED BY RAVE ARE NOT AVAILABLE IN ALL AREAS. Each Subscriber understands and agrees that many of the Services provided by Rave are subscription based-services which are only available if purchased by Emergency Service Provider(s) and/or User(s).

Each Subscriber understands and agrees that you choose when and how your Subscriber Account is made available to Emergency Service Providers by choosing which locally available Service(s) to participate in, which may or may not include Notification Services.

EACH SUBSCRIBER UNDERSTANDS AND AGREES THAT PARTICIPATION IN SERVICES DOES NOT CONSTITUTE AN AGREEMENT BETWEEN YOU AND EMERGENCY SERVICE PROVIDERS, DESIGNATED GUARDIANS OR USERS. NOR DOES IT IMPLY THAT ALL OF THE NEEDS YOU HAVE COMMUNICATED IN YOUR SUBSCRIBER ACCOUNT WILL BE MET THROUGH PUBLIC ASSISTANCE.

YOU UNDERSTAND AND AGREE THAT YOU WILL NOT RELY ON THE SERVICES AS THE SOLE MEANS BY WHICH YOU WILL COMMUNICATE INFORMATION TO EMERGENCY SERVICE PROVIDERS. YOU UNDERSTAND AND AGREE THAT OTHER METHODS OF SUPPLYING INFORMATION TO EMERGENCY SERVICE PROVIDERS ARE AVAILABLE TO YOU, INCLUDING THE VERBAL TRANSMISSION OF INFORMATION OVER THE PHONE WHEN MAKING A 9-1-1 CALL OR OTHER COMMUNICATIONS METHOD. THE SERVICES CANNOT AND DO NOT REPLACE, AND IS NOT INTENDED TO REPLACE, YOUR VERBAL PROVISION OF YOUR TELEPHONE NUMBER AND OTHER SUBSCRIBER ACCOUNT INFORMATION TO EMERGENCY SERVICE PROVIDERS WHEN MAKING A 9-1-1 CALL OR USING ANY OTHER COMMUNICATION METHOD. NOR DO THE SERVICES REPLACE THE NEED FOR YOU TO PLACE A CALL TO 9-1-1 IN THE EVENT OF AN EMERGENCY.

YOU UNDERSTAND AND AGREE THAT RAVE IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY DESIGNATED GUARDIANS. RAVE CANNOT GUARANTEE DELIVERY OF ANY MESSAGE OR INFORMATION TO OR FROM SAID GUARDIANS AND IS NOT RESPONSIBLE FOR ANY INTERACTION OR LACK THEREOF BETWEEN USERS OF THE SYSTEM. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED FOR CONVENIENCE ONLY. THE SERVICE DOES NOT REPLACE DIALING 9-1-1 IN THE EVENT YOU REQUIRE IMMEDIATE ASSISTANCE. THE SERVICE AND YOUR DESIGNATED GUARDIANS MUST NOT BE RELIED UPON TO PROVIDE EMERGENCY RESPONSE SERVICES. SUCH EMERGENCY RESPONSE SERVICES CAN ONLY BE ACCESSED BY PLACING A CALL TO 9-1-1.

Each Subscriber understands and agrees that Rave does not have control over the telephone service and internet service providers which may be necessary for providing the Services and that such failure shall not be deemed to be the responsibility of Rave. Each Subscriber understands and agrees that Rave reserves the right to suspend or close Subscriber Account for phone numbers that are no longer valid. Furthermore, Rave reserves the right to suspend or immediately close any

Subscriber Account whose acts or pattern of activity interferes or threatens to interfere in any manner with any Emergency Service Provider or Rave's ability to provide Services to its Subscribers, Users or Emergency Service Providers.

You agree that you will not:

- Attempt to gain unauthorized access to any portion of the Services;
- Attempt to reverse engineer, decompile, disassemble, or otherwise decode any portion of the Services;
- Perform any actions which would interfere with the proper working of the Services;
- Knowingly restrict or inhibit any other User or Subscriber from using and enjoying the Services;
- Use the Services to send altered, deceptive or false source-identifying information;
- Copy, modify, distribute, sell, or lease any portion of the Services.

Subscriber Account Information and Maintenance

AS A SUBSCRIBER, YOU UNDERSTAND AND ACCEPT FULL LEGAL RESPONSIBILITY FOR THE CONTENT, ACCURACY, AND SUFFICIENCY OF ALL INFORMATION THAT YOU INCLUDE OR NOT INCLUDE AS PART OF YOUR SUBSCRIBER ACCOUNT. You should only provide the information you want Emergency Service Providers to have access to. All information within Subscriber Account is subject to Rave's Privacy Policy.

YOU REPRESENT AND WARRANT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER.

Subscriber understands and agrees that, Rave reserves the right to validate subscriptions, through means of its own choosing, which may include calling and/or sending Subscribers SMS text messages. As a Subscriber, you agree that Rave may contact you to validate the phone number(s) you register with Subscriber Account. You also agree that if another Subscriber registers and validates a phone number which you had previously registered, the phone number will be removed from your Subscriber Account and assigned to the other Subscriber.

Subscriber understands and agrees that, Rave reserves the right to contact you periodically to remind you to review and update your Subscriber Account information, through means of its own choosing, which may include calling and/or sending Subscribers SMS text messages. As a Subscriber, you agree that Rave may contact you to review and update your Subscriber Account information, via the phone number(s) you register with Subscriber Account.

IT IS YOUR RESPONSIBILITY TO CORRECT THE INFORMATION ON YOUR SUBSCRIBER ACCOUNT WHEN THE INFORMATION YOU HAVE PROVIDED IS OR BECOMES INACCURATE. CREATING AN INTENTIONALLY MISLEADING SUBSCRIBER ACOUNT OR PROVIDING ANY INTENTIONALLY MISLEADING INFORMATION TO EMERGENCY SERVICE PROVIDERS IS POTENTIALLY A CRIME AND IS GROUNDS FOR TERMINATION OF SERVICES.

SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES DO NOT VERIFY OR UPDATE YOUR SUBSCRIBER ACCOUNT FOR YOU. Subscriber must confirm, at least once every six (6) months, that the information within your Subscriber Account is accurate. Failure to do so may prevent your Subscriber Account from being provided to Emergency Service Providers or Users.

YOU AGREE YOUR SUBSCRIBER ACCOUNT WILL ONLY INCLUDE INFORMATION ABOUT ADULTS AND/OR CHILDREN FOR WHOM YOU HAVE APPROPRIATE LEGAL RESPONSIBILITY OR APPROPRIATE PRIOR CONSENT, AND THAT THE SUBSCRIBER ACCOUNT DOES NOT INFRINGE OR INVADE THE PRIVACY OF ANY SUCH PERSON.

Access to your Subscriber Account is password-protected. You are responsible for keeping your Subscriber Account password ("Password") secure at all times. You understand and agree that you are the only person authorized to create or edit your Subscriber Account, unless you have authorized another person to use your Subscriber username and Password to enter or modify your Subscriber Account on your behalf. You authorize Rave to release any or all of your Subscriber Account information to any person to whom you have provided the username and Password associated with your Subscriber Account or Subscriber phone number.

You understand and agree that it is solely your responsibility to take appropriate precautions to ensure that a Subscriber phone number, username and Password for a Subscriber Account are not accessible to any unauthorized person.

You understand and agree that once the content of your Subscriber Account is made available to Emergency Service Providers, it may be transmitted over unsecured Emergency Service Provider radios or may otherwise be made accessible through unsecured communications as part of the information disseminated to or by Emergency Service Providers responding to 9-1-1 call or to an emergency. You further understand that the content of the Subscriber Account may also be stored as part of a public record associated with an emergency call if required by local statutes.

If you elect to share your Subscriber Account with designated Guardians, you understand and agree and authorize Rave to release and disclose your Subscriber Account and location information to designated Guardians where technologically possible.

YOU UNDERSTAND AND AGREE AND HEREBY AUTHORIZE RAVE TO RELEASE AND DISCLOSE YOUR SUBSCRIBER ACCOUNT TO EMERGENCY SERVICE PROVIDERS WHERE TECHNOLOGICALLY POSSIBLE.

AS PART OF YOUR SUBSCRIBER ACCOUNT, YOU MAY HAVE IDENTIFIED AN EMERGENCY CONTACT OR ADDITIONAL PERSONS IN YOUR HOUSEHOLD ("PERSONAL CONTACTS"). YOU UNDERSTAND AND AGREE THAT EMERGENCY SERVICES PROVIDERS MAY, BUT SHALL NOT, UNDER ANY CIRCUMSTANCES, HAVE ANY DUTY TO CONTACT OR TO NOTIFY ANY PERSONAL CONTACTS THAT YOU, YOUR HOUSEHOLD, OR ANY MEMBER OF YOUR HOUSEHOLD IS, MAY OR MIGHT BE INVOLVED IN ANY EMERGENCY SITUATION, WHETHER OR NOT YOU MAY HAVE CALLED 9-1-1, OTHERWISE CALLED OR CONTACTED AN EMERGENCY SERVICE PROVIDER, OR HAD YOUR SUBSCRIBER ACCOUNT PRESENTED TO EMERGENCY SERVICE PROVIDERS BY SERVICES.

You understand and agree that you may cancel your Services at any time by logging into your Subscriber Account and clicking on the "Remove Account" link within the Account Settings menu. If

you cancel all or a part of your Services, or if your Service is cancelled for any other reason (including but not limited to termination of Services by Emergency Service Provider or User), then Rave will no longer provide you with Services or provide your Subscriber Account to Emergency Service Providers or Users.

Location Services and SMS TEXT Communications

YOU UNDERSTAND AND AGREE TO MANAGE YOUR TELEPHONE SERVICE PROVIDER ACCOUNT, ACCOUNT SUBSCRIPTIONS, AND SUBSCRIBER LOCATION OPT-IN STATUS AS REQUIRED TO ALLOW THE SERVICES TO LOCATE AND COMMUNICATE WITH YOUR MOBILE PHONE. THESE ACTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ENSURING YOU HAVE ANY NECESSARY SMS TEXT MESSAGING OR DATA PLANS ENABLED ON YOUR MOBILE TELEPHONE SERVICE PROVIDER ACCOUNT, ENSURING YOUR ACCOUNT AND MOBILE PHONE LOCATION PRIVACY OPTIONS ARE CONFIGURED TO ALLOW SERVICES TO RETRIEVE YOUR LOCATION, AND THAT ANY SOFTWARE REQUIRED TO SUPPORT LOCATION IS INSTALLED AND MAINTAINED ON YOUR MOBILE DEVICE.

YOU UNDERSTAND AND AGREE THAT SERVICES CANNOT LOCATE ALL MOBILE DEVICES. FURTHERMORE, DEVICES WHICH ARE LOCATION COMPATIBLE MAY NOT BE LOCATABLE BY SERVICES OR THE TELEPHONE SERVICE PROVIDER. YOU UNDERSTAND THAT ANY LOCATION PROVIDED IS APPROXIMATE AND DOES NOT PROVIDE GUARANTEED RESULTS. A VARIETY OF FACTORS AFFECT THE AVAILABILITY OF MOBILE LOCATION. YOUR MOBILE DEVICE MUST BE TURNED ON, CHARGED AND LOCATED WITHIN A SUPPORTED MOBILE NETWORK COVERAGE AREA, AMONG OTHER FACTORS. AVAILABILITY AND ACCURACY OF ANY AVAILABLE LOCATION INFORMATION IS SUBJECT TO NETWORK CAPABILITIES, ENVIRONMENTAL CONDITIONS SUCH AS STRUCTURES, BUILDINGS, WEATHER, GEOGRAPHY, LANDSCAPE, AND TOPOGRAPHY, AVAILABLE DATA, ATMOSPHERIC CONDITIONS AND OTHER FACTORS ASSOCIATED WITH USE OF MOBILE NETWORKS, SATELLITES AND SATELLITE DATA. SERVICES CANNOT LOCATE DEVICES THAT ARE NOT IN THE UNITED STATES. AVAILABILITY, SECURITY, SPEED, TIMELINESS, ACCURACY AND RELIABILITY OF SERVICE ARE NOT GUARANTEED.

YOU UNDERSTAND AND AGREE THAT THE SERVICES, DO NOT ALLOW YOU TO INITIATE A REQUEST FOR ASSISTANCE VIA SMS TEXT MESSAGE. IN AN EMERGENCY, YOU MUST PLACE A PHONE CALL TO 9-1-1. SHOULD AN EMERGENCY SERVICE PROVIDER ATTEMPT TO COMMUNICATE WITH YOU VIA SMS TEXT MESSAGE, YOU MAY BE REQUIRED TO TERMINATE THE 9-1-1 CALL, AND TAKE THE STEPS NECESSARY TO EXIT YOUR PHONE FROM EMERGENCY MODE. REGARDLESS, ALL SMS COMMUNICATIONS ARE MADE ON AN “AS IS,” ”AS AVAILABLE” AND “WITH ALL FAULTS” BASIS AND MUST NOT BE RELIED UPON AS YOUR SOLE MEANS TO COMMUNICATE WITH EMERGENCY SERVICE PROVIDERS.

LIMITATIONS

SUBSCRIBERS UNDERSTAND AND AGREE THAT RAVE, THE TELEPHONE SERVICE PROVIDER(S) FOR A SUBSCRIBER PHONE, ANY EMERGENCY SERVICE PROVIDER(S), AND ANY USER(S), (INCLUDING WITHOUT LIMITATION THE OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, AND/OR POLITICAL SUBDIVISIONS OF EACH OF THE FOREGOING), WHERE IT IS POSSIBLE TO DO SO, (A) ARE

INTENDED TO BE AND SHALL BE REGARDED AS DIRECT AND/OR THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT BETWEEN SUBSCRIBER AND RAVE, (B) RESERVE AND MAY ASSERT AGAINST SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS, ALL OF THE DEFENSES, LIMITATIONS OF SERVICE, DISCLAIMERS AND LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, AND DISCLAIMERS OF WARRANTIES THAT ARE CONTAINED IN THIS AGREEMENT, AND (C) DO NOT SURRENDER OR RELINQUISH IN ANY MANNER ANY CLAIMS OR DEFENSES THEY MAY OTHERWISE BE ABLE TO ASSERT AGAINST SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS.

ALL SUBSCRIBERS UNDERSTAND AND AGREE THAT RAVE, ALONG WITH ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUCCESSORS AND ASSIGNS (THE “RELEASEES”) DISCLAIM ANY AND ALL LIABILITY, WHATSOEVER, WHETHER RAISED BY A THIRD PARTY OR OTHERWISE, FOR ANY AND ALL REASONS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR LOSS, INFRINGEMENT, INVASION OF PRIVACY, PROPERTY DAMAGE, AND INTERRUPTION TO BUSINESS, TO ANY SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS, WHICH MAY RESULT FROM THE USE OR ANY ERRORS OR OMISSIONS OF THE SERVICES, OR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE OR PROVIDE ANY INFORMATION THROUGH THE SERVICES.

ALL SUBSCRIBERS UNDERSTAND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE, WAIVE, DISCHARGE, COVENENANT NOT TO SUE, AND HOLD HARMLESS ANY AND ALL RELEASEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR COST OF EVERY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, AND FROM ANY AND ALL PRESENT AND FUTURE CLAIMS, DEMANDS, CAUSES OF ACTION, AND LAWSUITS THEREFOR, IN LAW OR EQUITY, BY ANY SUBSCRIBER OR BY ANY OTHER PERSON OR PERSONS CLAIMING THROUGH A SUBSCRIBER, FOR ANY LOSS, INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE DISCLOSURE OF ANY SUBSCRIBER INFORMATION.

YOU AGREE TO INDEMNIFY EACH RELEASEE FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES AND OTHER LEGAL EXPENSES) OF ANY KIND ARISING FROM OR ATTRIBUTABLE TO (A) ANY BREACH OF THIS AGREEMENT BY YOU OR (B) ANY THIRD-PARTY CLAIM AGAINST A RELEASEE RELATING TO YOUR USE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY RELEASEE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRIVACY, LOSS OF CONFIDENTIAL INFORMATION, OR BUSINESS INTERRUPTION) FROM OR DUE TO THE USE, MISUSE OR INABILITY TO USE THE SERVICES, EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED SOLELY ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS.

RAVE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, DUTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION

ANY WARRANTIES, DUTIES OR CONDITIONS OF GOOD FAITH, REASONABLE CARE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY.

MISCELLANEOUS PROVISIONS

You agree that any dispute arising under these Terms or the Privacy Policy shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal. These Terms and the Privacy Policy shall be governed under the laws of Massachusetts, without regards to conflict of law principles, and the venue for any disputes hereunder shall be in Framingham, Middlesex County, Massachusetts, or the federal courts encompassing such venue.

In the event any provision of these Terms or the Privacy Policy is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

Any provisions of this Agreement that, by their nature, are intended to survive the termination of Services, including without limitation, the provisions of the Section above entitled "LIMITATIONS" shall survive any such termination without limitation.

Certain obligations set forth herein represent independent covenants by which you may be bound and shall remain bound regardless of any breach of these Terms and the Privacy Policy and shall survive termination of these Terms.

Rave reserves the right to modify any portion of these Terms or the Privacy Policy at any time by posting the revised Terms here. Your continued use of any of the Services following any such posting constitutes your acceptance of the revised Terms and Privacy Policy.

Rave may assign these Terms in its sole discretion. You are not permitted to assign these Terms without the prior written consent of Rave. The failure by Rave to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

The section headings in this Terms of Use Agreement are provided solely for the convenience of the reader and do not constitute or modify the Terms of this Agreement.

You understand and agree that Rave may send you certain communications, such as announcements, newsletters, service announcements and other administrative messages, and that these communications are considered part of the Services. Your ability to opt out of these communications will be governed by applicable laws and Rave's policies. Notices emailed to you will be deemed given and received when the email is sent. Rave has no obligation to provide notice by U.S. Mail or any other means even if its attempt to transmit such communication to a Subscriber's electronic mail address fails for any reason.

Any notices to Rave shall be in writing, and shall be deemed delivered upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and addressed to the Rave as follows: Rave Mobile Safety, 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701, Attention: Legal Department.

For Subscribers, these Terms and the Privacy Policy, constitutes the entire agreement between you and Rave with respect to the Services and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms or Privacy Policy will be effective only if in writing and signed by Rave.

EXHIBIT D

Rave Privacy Policy

Privacy Policy

Date of Last Revision: May 5, 2023

Introduction

This Privacy Policy applies to data collection practices by Rave Wireless, Inc. ("**Rave Mobile Safety**," "**we**" or "**us**") via Rave Mobile Safety products including Rave Alert (getrave.com), Rave Panic Button, the Rave Guardian mobile app, and the Rave Smart911 service, (each, a "**Site**" and collectively the "**Sites**") and shall apply to your use of the Sites and their capabilities and services ("**Services**"). This Privacy Policy governs the manner in which Rave Mobile Safety collects and uses information from you ("**you**") on the Sites.

We are committed to protecting your privacy in compliance with all pertinent laws and regulations. Our Privacy Policy explains: (1) what information we collect and why we collect it; (2) how we use and share that information; (3) the choices we offer you, including how to access and update information, including the following topics:

1. When this Privacy Policy Applies
2. Terms of Use
3. Information We Collect
4. How We Use Information We Collect
5. Our Legal Basis for Collecting Personal Data
6. Information We Share
7. Consequences of Your Failure to Provide Personal Data
8. Our Retention of Your Personal Data
9. Your Choices regarding Accessing, Updating or Deleting Your Personal Data
10. European Users' Rights with Respect to Personal Data
11. Our Opt-in/Out-out Policy
12. Third Party Links
13. International Transfer
14. How We Protect Personal Data
15. Children
16. Direct Marketing and "Do Not Track" Signals
17. Rights of California Residents
18. Smart911 Additional Terms
19. Changes to this Privacy Policy
20. How to Contact Us

Please familiarize yourself with our privacy practices that are described here and let us know if you have any questions. By using the Sites and the mobile apps, you confirm your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Sites or mobile apps.

Irrespective of the country you live in, you authorize us to transfer, store, and use your information in the United States and Canada in the manner described in this Privacy Policy, unless otherwise agreed upon between Rave Mobile Safety and our customer (which typically would be your school or employer). The privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. Learn more about our data transfer operations in the "International Transfer" section below. If you do not agree to the transfer, storage and use of your information in the United States and Canada, you must not use the Sites.

If you have any questions or comments about this Privacy Policy, please submit a request to privacy@ravemobilesafety.com.

When this Privacy Policy Applies

Our Privacy Policy applies to the Services offered by Rave Mobile Safety in the Introduction section above and excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you by Rave Mobile Safety, or other sites linked from our Services or Sites. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our Services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Terms of Use

By accessing or using the Sites or Services in any manner, you also agree to be bound by Rave Mobile Safety's Terms of Use for the service or application you are using (the "**Agreement**"). Please read the Agreement carefully. If you do not accept all of the terms and conditions contained in or incorporated by reference into the Agreement, please do not use the Sites or Services.

Information We Collect

We collect information, including Personal Data, to provide better Services to all our users. We use the term "Personal Data" to refer to any information that identifies or can be used to identify an individual. Common examples of Personal Data include: first and last name, address, email address, business email address, organization name, phone number, digital identity such as a login name or handle, information about your device, and certain metadata.

"Sensitive Personal Data" refers to a smaller subset of Personal Data which is considered more sensitive to the individual, such as race and ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric information, physical or mental health information, medical insurance data, or sexual orientation. Rave Mobile Safety does not collect or use Sensitive Personal Data through our Sites

and Products and asks that you do not provide Sensitive Personal Data to us.

We collect Personal Data in the following ways:

1. Information You Give to Us

When registering for our Services or creating a subscriber account, you may choose to provide us with Personal Data such as your name, phone number, email address, physical address, geolocation, and medical or household information.

When using our Services, you may provide us with information sent between you and individuals authorized to administer our Services. You may elect to share information with the Services that includes location data, address data, and phone contact data. You may also provide us with Personal Data about yourself when you report a problem or have a question about our Sites or Services. Please note that if you do not provide us with Personal Data, your ability to use certain aspects of our Sites and Services may be limited.

2. Information We Obtain from Your Use of Our Sites

We collect certain information automatically, such as your operating system version, browser type, and internet service provider. When you use our Sites or Services, we automatically collect and store this information in service logs. This includes: details of how you used our Sites and Services; Internet protocol address; and cookies that uniquely identify your browser. We may also collect and process information about your actual location. The information we collect automatically is statistical data and may or may not include Personal Data, but we may maintain it or associate it with Personal Data we collect in other ways or receive from third parties.

3. Information our Customers May Give Us About You

Others who may have contracted for our Services for your use, such as your employer or your school, have the option to provide us with Personal Data and your eligibility to use the Services they purchased. The information provided by your employer or school may include your name, phone number, email address, street address, geolocation (if you opt-in for the Services, and such other data as you may request or it determines is appropriate.

4. Cookies

We and our partners use cookies and web log files to collect and store information when you visit or use one of our Services, and this may include using cookies or similar technologies to identify your browser or device. With both cookies and log files, the information that we collect, and share is anonymous and not personally identifiable. It does not contain your name, address, telephone number, or email address. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access or have the benefit of certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services. For more information about our use of cookies, including details on how to opt-out of certain cookies, please see our **Cookie Policy**.

How We Use Information We Collect

We use your Personal Data in ways that are compatible with the purposes for which it was collected or authorized by you, including:

1. To inform you about Services available from Rave Mobile Safety;
2. To authorize access to our Sites and Services;
3. To provide you with Services;
4. To improve our customer service;
5. To respond to and support your school or employer regarding its use of the Sites and Services;
6. To comply with all applicable legal requirements. and
7. To investigate possible fraud or other violations of our Terms of Use or this Privacy Policy and/or attempts to harm our users.

We use the information we collect from our Sites to provide, maintain, and improve them, to develop new Services, and to protect our company and our customers.

We may use information collected from cookies and other technologies to improve your user experience and the overall quality of our Services. For example, by saving your language preferences, we'll be able to have our Services appear in the language you prefer. We may use your personal information to see which web pages you visit at our Sites, and we may then develop statistics that help us understand how our visitors use our Sites and how to improve them. We may also use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

We will ask for your consent before using information for a purpose other than those set out in this Privacy Policy.

Our Legal Basis for Collecting Personal Data

Whenever we collect Personal Data from you, we may do so on the following legal bases:

1. Your consent to such collection and use;
2. Out of necessity for the performance of an agreement between us and you, such as your agreement to use our Services and products;
3. Our legitimate business interest, including but not limited to the following circumstances were collecting or using Personal Data is necessary:
   - Intra-company transfers of customer data for administrative purposes;
   - Product development and enhancement, where the processing enables us to enhance, modify, personalize, or otherwise improve our Services and communications for the benefit of our customers, and to better understand how people interact with our Sites and Services;
   - Fraud detection and prevention;
   - Enhancement of our cybersecurity, including improving the security of our network and information systems; and
   - General business operations and diligence;

provided that, in each circumstance, we will weigh the necessity of our processing for the purpose against your privacy and confidentiality interests, including taking into account your reasonable expectations, the impact of processing, and any safeguards which are or could be put in place to protect your privacy. In all circumstances, we will limit such processing for our legitimate business interest to what is necessary for its purposes.

Information We Share

We do not share Personal Data collected through the Sites or Services with companies, organizations and individuals outside of Rave Mobile Safety unless one of the following circumstances applies:

1. **With your consent.** We may share Personal Data with companies, organizations, or individuals outside of Rave Mobile Safety when we have your consent to do so.
2. **Enterprise accounts.** Your employer or school may have offered you access to our Services. In such a circumstance, we may share Personal Data you provide with your employer or school so that it can review and manage your use of such enterprise Services.
3. **For external processing.** We may provide Personal Data to our affiliates or other trusted businesses or partners to process it for us, based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures. These third parties include communication service providers, emergency service providers and public safety agencies. Examples of permitted disclosure of Personal Data include:

1. Your wireless phone number may be submitted to participating safety and emergency response service providers, including without limitation, 9-1-1 or equivalent services, fire, police, emergency medical, emergency management, campus safety officials and public health services in order to locate the device during an emergency or transmit messages that you send or receive. We may store or archive snapshots of then-current Subscriber information as it's made available to emergency service providers, for the period of time dictated by their record keeping policies. Such third parties may use such information to send emergency and general interest notifications to you via various communication methods (e.g. voice calls, text messaging, email, etc.).
2. In the event an emergency call or other direct communication is placed from your phone or device, and provided that the agency receiving the call uses our Services, your information may be displayed on the answering operator's workstation screen or made available to emergency responders.
3. In the event a non-9-1-1 call is made to a public safety agency from your phone and is then routed into a 9-1-1 system, if the receiving 9-1-1 agency uses our Services your information may be displayed on the 9-1-1 operator's workstation screen. In these situations, once information is passed to the local 9-1-1 authorities, we no longer have control over the transmission of the information. It may be conveyed verbally over an unsecured radio or transmitted in some other way to the responding emergency response team or others.
4. In the event an emergency service provider uses the Services' database query tools, and your information includes an address within the querying provider's jurisdiction, and a portion of your information matches the provider's query criteria, and if you have elected to participate in this portion of our Services, your information will be displayed in the search results presented to that provider.

It is our policy to only share Personal Data with contractors, service providers and other third parties who are bound by obligations to keep Personal Data confidential and use it only for the purposes for which we disclose it to them. Under certain circumstances, you may avoid having us share your information with our business partners and vendors by not granting us permission to share it. Not granting us permission to share your information with our business partners or vendors may limit your access to their services through the Sites. We do not share Personal Data with third parties for their own marketing purposes.

4. For Legal Reasons. We may share Personal Data with companies, organizations or individuals outside of Rave Mobile Safety if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

1. Comply with an applicable law, regulation, legal process or enforceable governmental request.
2. Enforce applicable terms of use, including investigation of potential violations.
3. Detect, prevent, or otherwise address fraud, security, or technical issues.
4. Protect against harm to the rights, property or safety of Rave Mobile Safety, our users or the public, as required or permitted by law.

We attempt to notify users about legal demands for their Personal Data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

The specific circumstances under which we may share your Personal Data will vary based on the information you provide, the Services you elect to participate in, and how you use the Services.

5. **Business Transfers.** As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, Personal Data about our users is often a transferred business asset. In the event that Rave Mobile Safety itself or substantially all of our assets are acquired, Personal Data about our users may be one of the transferred assets to enable the new owner to provide the Services to you in compliance with our agreements, this Privacy Policy and applicable law. Subsequent to the change of ownership, the new owner will be solely responsible for compliance with this Privacy Policy (or a replacement to which you agree) and the law.
6. **Aggregate Site Use Information.** Our Services may automatically collect usage information, such as the numbers and frequency of visitors to our Sites and users who use our Services. We use this information in aggregate form and not in a manner that would identify you personally. We may share aggregate and anonymized/ pseudonymized Personal Data to advertisers and other third parties in order to promote or describe use of the Sites and Services.
7. **3rd Party Product Training Tools**. If you choose to interact with the in-product training and walkthrough tools, we do collect individual user information in accordance with our "Information We collect" section above.

Rave Mobile Safety is not responsible for the actions or inactions of any third party receiving your Personal Data as permitted herein. These third parties may have their own respective privacy policies governing their use, protection, and disclosure of your Personal Data.

Consequences of Your Failure to Provide Personal Data

Your provision of Personal Data is required in order to use certain parts of our Sites and Services. If you fail to provide such Personal Data, you may not be able to access and use our Services on our Sites or parts of our Services available via the Sites.

Our Retention of Your Personal Data

We may retain your Personal Data for a period of time consistent with the original purpose for collection. We keep your Personal Data for no longer than reasonably necessary for your use of our products and Services and for a reasonable period of time afterward to conform to legal and business requirements.

If your account is removed from our Sites and Services, we generally delete account information within thirty (30) days of account removal, except that we retain your Personal Data even after you have closed your account if reasonably necessary to address our legitimate business interests, including to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, conduct audits, comply with our legal obligations, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Service, or fulfill your request to “unsubscribe” from further messages from us.

Your Choices regarding Accessing, Updating or Deleting Your Personal Data

Whenever you use our Services, we aim to provide you with choices about how we use your Personal Data. We also will provide you with access to your Personal Data. If that information is wrong, we will give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. Subject to applicable law, you may obtain a copy of personal information we maintain about you or you may update or correct inaccuracies in that information through your Profile or Account, or by contacting us

at privacy@ravemobilesafety.com. To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to the information. In addition, if you believe that personal information, we maintain about you is inaccurate, subject to applicable law you may have the right to request that we correct or amend the information by contacting us as indicated in the How to Contact Us section below.

You may update your information stored on the Sites at any time, as applicable to your Sites and Services:

1. Where you have been given access to the Sites and Services, you may update your information in the "My Profile" and/or "My Account" areas.
2. Where your organization provides your information on your behalf, you must contact the organization to access this information or request changes to it.
   You may also update or correct information about yourself by emailing us at privacy@ravemobilesafety.com.

We may contact you to request that you update your Personal Data on a regular basis to ensure its integrity for the purposes of ongoing data management.

European Users’ Rights with Respect to Personal Data

Some data protection laws, including the European Union’s General Data Protection Regulation (“GDPR”), provide you with certain rights in connection with Personal Data you have shared with us. If you are resident in the European Economic Area, you have the following rights, all of which we provide you, as described in this Privacy Policy:

1. **The right to be informed:** You are entitled to be informed of the use of your Personal Data.
2. **The right of access:** You have the right to request a copy of your Personal Data which we hold about you.
3. **The right of correction:** You have the right to request correction or changes of your Personal Data if it is found to be inaccurate or out of date.
4. **The right to be forgotten:** You have the right to request us, at any time, to delete your Personal Data from our servers and to erase your Personal Data when it is no longer necessary for us to retain such data. Note, however, that deletion of your Personal Data will likely impact your ability to use our Services.
5. **The right to object (opt-out):** You have the right to opt-out of certain uses of your Personal Data, such as direct marketing, at any time.
6. **The right to data portability:** You have the right to a “portable” copy of your Personal Data that you have submitted to us. Generally, this means your right to request that we move, copy or transmit your Personal Data stored on our servers / IT environment to another service provider’s servers / IT environment.
7. **The right to refuse to be subjected to automated decision making, including profiling:** You have the right not to be subject to a decision and insist on human intervention if the decision is based on automated processing and produces a legal effect or a similarly significant effect on you.
8. **The right to lodge a complaint with a supervisory authority:** Should you do that, we encourage you also to contact us using the contact information below, and we will consider your request in accordance with applicable laws.

Our Opt-in/Opt-out Policy

By providing an email address or other contact information on the Rave Mobile Safety Sites or it is provided with your consent by your school or employer, you agree that we may contact you in the event of a change in this Privacy Policy, to provide you with any Services-related notices, or to provide you with information about our events, invitations, or related educational information.

We currently provide the following opt-out opportunities:

1. At any time, you can follow a link provided in offers, newsletters or other messages (except for Service notice emails) received from us to unsubscribe from the Services.
2. At any time, you can contact us through privacy@ravemobilesafety.com or the address provided below to unsubscribe from the Services and opt-out of our right per your consent under the terms of this Privacy Policy to share your Personal Data.
3. Where you have been given access to the Sites and Services, you may update your subscription settings in your account.
4. Where your organization provides your information on your behalf, you must contact the organization to access this information or request changes to your information.

Third Party Links

The Sites may contain links to webpages operated by parties other than Rave Mobile Safety. We do not control such websites and are not responsible for their contents or the privacy policies or other practices of such websites. Our inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. Further, it is up to the user to take precautions to ensure that whatever links the user selects or software the user downloads from such websites is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. These websites and services may have their own privacy policies, which the user will be subject to upon linking to the third party's website. Rave Mobile Safety strongly recommends that each user review the third party's terms and policies.

International Transfer

We are committed to complying with applicable laws, regulations and mandatory government standards regarding the protection of Personal Data.

Since we are a global organization, Personal Data and any additional information submitted may be used globally in connection with employment, business processes within Rave Mobile Safety, or communicating with our clients. Therefore, Personal Data may be transferred to other Rave Mobile Safety entities worldwide, where it will be processed in accordance with this Privacy Policy and laws that are applicable in each country. Countries where we process data may have laws which are different, and potentially not as protective, as the laws of your own country.

If we transfer your Personal Data out of your jurisdiction, we will implement suitable safeguards and rely on legally provided mechanisms to lawfully transfer data across borders to ensure that your Personal Data is protected.

How We Protect Personal Data

Rave Mobile Safety maintains administrative, technical and physical safeguards designed to protect the user's Personal Data and information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account technological reality, cost, the scope, context and purposes of processing weighted against the severity and likelihood that the processing could threaten individual rights and freedoms. For example, we use commercially reasonable security measures such as encryption, firewalls, and transport layer security (TLS) or hypertext transfer protocol secure (HTTPS) to protect Personal Data. However, Rave Mobile Safety cannot guarantee the security of user account or other personal information. Unauthorized entry or use, hardware or software failure, and other factors, could compromise the security of user information at any time.

Children

In accordance with the Children's Online Privacy Protection Act ("COPPA"), we do not market to or knowingly collect any information about children under the age of 13 unless and until a relevant institution has provided consent and authorization for a child under the age of 13 to use the Sites or Services and for us to collect information from such child. If you are a minor less than 13 years old, please do not register for Services or provide any personal information about you to us. If you are less than 16 years old, do not provide any personal health information about yourself to us. If you believe that we might have inadvertently collected personal information from a child under age 13 or personal health information from a child under age 16 without proper consent, please contact us at privacy@ravemobilesafety.com. If we learn that we have inadvertently collected the personal information of a child under 13, or equivalent minimum age depending on jurisdiction, without proper consent, we will take steps to delete the information as soon as possible.

Direct Marketing and "Do Not Track" Signals

Rave Mobile Safety does not track its customers over time or across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However, some third-party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your browser may include controls to block and delete cookies, web beacons and similar technologies, to allow you to opt out of data collection through those technologies.

Rights of California Residents

California residents are entitled under the California Consumer Privacy Act to contact us for various purposes, including to request information about whether we have disclosed personal information to third parties for their direct marketing purposes. We do not disclose personal information to third parties for their direct marketing purposes. California residents have the right to be informed as to what personal information about them we may have, how we collected and may use that information and how to have it corrected or deleted and may request further information about our compliance with this law by contacting us by one of the means listed in the "How to Contact Us" section below.

Smart911 Additional Terms

If you are a Smart911 subscriber, the following additional terms apply:

1. You may choose to provide additional personal information in your subscriber account. The types of additional personal information collected may include driver's license number, license plate number, photos, and date of birth. You may also include personal health information such as medical and health conditions, medical devices and medications. This additional information is optional and is provided at your sole discretion. It is your responsibility to determine how much or how little information you wish to make available.
2. If you are a legal guardian or parent of a minor, you may provide the service with personal information including personal health information about the minor and we will treat it under this Privacy Policy.
3. You can change your subscriber account at any time, whether it is the information supplied at registration, as part of maintaining your subscriber account, or anything else. You may add, modify, or remove information on your subscriber account by logging into www.smart911.com and accessing your profile. You understand that we use your personal information to provide you with the Services. If you refuse to provide us with the personal information we require or later withdraw your consent to use and disclose this information, we may no longer be able to provide you with these Services.
4. You may add or remove which Services you choose to participate in at any time, by logging into www.smart911.com and modifying your preferences.
5. You may cancel any or all of the Services at any time by logging into www.smart911.com and accessing account settings.
6. In addition to the possible uses of your Personal Data referenced elsewhere in this Privacy Policy, (a) your location and subscriber information may be shared with other individuals that you have designated as guardians; (b) in the event you send a "Tip", your subscriber information may be viewed by an emergency service provider, unless the emergency service provider receiving your Tip has configured the service to be anonymous; and (c) when you invite a guardian, we may send such person a message on your behalf using your name and contact details. We may also send reminders to them in your name.

Changes to this Privacy Policy

Our Privacy Policy may change from time to time. The latest version will always be available here and the most recent revision date will be indicated at the top of this page. We will not reduce your rights under this Privacy Policy without notice. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain Services or products, email notification of privacy policy changes). Please check this page occasionally to make sure you are aware of any updates.

How to Contact Us

If you have any questions about this Privacy Policy, you can contact us via email or phone, or by writing to us as follows:

Rave Mobile Safety

Attn: Privacy Policy Inquiry

492 Old Connecticut Path

2nd Floor

Framingham, MA 01701

Toll-free: 888-605-7164

privacy@ravemobilesafety.com

RAVE MOBILE SAFETY Do all you can today.™

Privacy Policy · Terms of Use

© 2024 Rave Mobile Safety. All rights reserved. Learn more about mass notification and emergency notification solutions.

EXHIBIT E

EMA's Public Mass Notification System Policy and Guidelines

Hamilton County Emergency Management and Homeland Security Agency
Public Mass Notification System Policy and Guidelines

Effective: January 22, 2018
Updated: February 13, 2024

1. PURPOSE

The purpose of this document (the "Policy") is to provide governance and guidelines on the use and administration of the Hamilton County Emergency Management and Homeland Security Agency (the "EMA") Countywide Public Mass Notification System, hereinafter referred to as "System". This document is intended to be general, describing countywide policies, jurisdictional roles and responsibilities and activation guidelines rather than specific procedures. The step-by-step procedures for activation and use will be maintained in a separate document maintained by the EMA as part of the EMA's overall planning and response efforts. Any Hamilton County, Ohio elected official or department (a "County User") or any municipal corporation, township, school district, or other body corporate and politic responsible for governmental activities in a geographic area located within Hamilton County, Ohio (collectively, the "Participant") may participate in the use of the System if permitted by the mass notification vendor.

2. SYSTEM DESCRIPTION

A. The primary intent of the System is to 1) disseminate early warning and time sensitive information to businesses and residents located within Hamilton County, Ohio during time of an emergency event and 2) to communicate with safety-responder staff, volunteers and involved parties about an approaching or present emergency event. The System is only one component of the EMA's Public Warning Systems. As deemed fit by EMA, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, the Integrated Public Alert and Warning System (IPAWS), the Emergency Alert System and outdoor warning sirens.

B. It is EMA's intent to have the System available on a 24/7/365 basis and to pre-load the System with countywide geographic maps. If Hamilton County residents and businesses elect to do so, they may opt-in to receive notifications from the System (the "End-Users") and can provide contact information via self-registration from County websites. Upon EMA's decision to activate, the System will be used to send a message to affected End-Users via telephone, e-mail and/or text, describing the emergency situation and recommending action the public should take.

3. GOVERNANCE

A. EMA shall be the Administrator of the System and will take appropriate and reasonable measures to endeavor that the System is in a state of operational readiness at all times. The EMA, through its Director, will oversee the overall use and management of the System under standard operating procedures approved by the EMA (the "Operating Procedures").

B. To this end, it is EMA's intent to enter into and maintain a contract with a mass notification vendor to provide an operational platform for the System. The EMA Director will be responsible for carrying out, on EMA's behalf, the provisions of any contract with a mass notification vendor.

C. The System utilizes contact information entered into the self-registry or from Participant provided contact databases. The information contained in the System is confidential and shall not be disclosed

or utilized except by authorized personnel for the purpose of mass notifications. Authorized EMA and County Users must respect the integrity of the System, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If any individual or County User violates the terms of this Policy, Operating Procedures maintained by the EMA or any contract terms with the mass notification vendor, the EMA reserves the right to terminate that individual's or a County User's use of the System.

4. AUTHORIZED USE

The System is designed to be a mass communication tool primarily intended for emergency use. Non-emergency use of the System shall be limited and deferential to any emergency use of the System. Any municipal corporation, township, school district, or other body corporate and politic responsible for governmental activities in a geographic area located within Hamilton County, Ohio who does not elect to participate in the use of the System (a "Nonparticipating Agency") may contact the Hamilton County Communications Department to request activation of the System for emergency events.

A. Emergency Use

Use of the System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to End-Users within a short timeframe, and (2) communicating with safety-responder staff, volunteers and involved parties about an approaching or present emergency event.

1. Emergency Public Notifications are limited to:

    1. Imminent or perceived threat to life or property;
    2. Disaster notifications;
    3. Evacuation notices;
    4. Public health emergencies;
    5. Public safety emergencies; and
    6. Any notification to provide emergency information to a defined community

As a general rule, the System is to be used when the public is being asked to take some action (e.g: evacuate, prepare to evacuate, shelter-in-place, boil tap water before drinking, missing child, notification of closure of the incident). The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and-safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning Information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the System, given the outgoing call capacity?
6. Other Means. Are other means of disseminating the information inadequate to ensure proper and timely delivery of the information?

If the answer to ALL of these questions is 'Yes', then an activation of the System for emergency purposes is warranted.

2. Emergency Response Notifications are limited to:

    1. Contacting first responders to advise of an emergency;
    2. Contacting first responders to report for duty due to an emergency;
    3. Contacting key staff regarding an emergency or crisis situation;
    4. Contacting department or agency employees to report at a different time or location (or provide an update) due to an emergency; and
    5. Exercises

3. Emergency considerations:

    1. Notification shall clearly state situation is an emergency;
    2. Short messages are recommended;
    3. Always provide a phone number, website or other information sources where the public can obtain additional or updated information; and
    4. An all clear notification should be sent when applicable

B. Routine / Non-Emergency Use

Use of the System for non-emergency public announcements should be used sparingly to avoid residents becoming desensitized from too many messages being received. Examples of non-emergency public announcements include but are not limited to road closures for construction or routine maintenance or notices about pre-planned events. Non-emergency use of the System must be deferred, delayed, or cancelled if emergency use of the System is needed. The EMA, may in its discretion, implement additional training or limitations on system use if any Participant uses the system in such a way that may negatively impact the effectiveness of being able to send emergency notifications. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included herein.

Non-emergency considerations:

1. Citizens can become desensitized if they receive too many government messages; and
2. Clearly identify sender or announcement as non-emergency

C. Unauthorized Use

Notification use is prohibited for any of the following purposes:

1. Any message which is intended to be harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate;
2. Any message which violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations;
3. Any message of commercial nature;
4. Any message of a political nature; and
5. Any non-governmental business (e.g. articles, retirement announcements, etc.)

5. AUTHORIZED SYSTEM USERS

In general, only personnel designated by EMA or County Users (with prior approval of EMA) shall have the authority to access and operate the System.

System Administrator: EMA will act as the System Administrator. The System Administrator is responsible for providing logins and procedural training and guidance to Participants.

Hamilton County Participants: Those individuals designated by EMA or a Hamilton County, Ohio elected official or department (with prior approval of EMA) as having the authority to access and operate the System on behalf and for the benefit of the County department will be setup in the System as a "County User". Some County users will use the system primarily for internal notification uses while specified County Users, with approval from EMA, may send public notifications. Access to the system will be provided based on usage needs.

6. ACTIVATION OF THE SYSTEM

In general, the EMA and its designees shall have the authority to launch messages to all jurisdictions within Hamilton County, Ohio.

Public Notifications

1. EMA, and its designees, are authorized to use the System to send notifications of jurisdiction specific countywide emergencies to any and all End-Users.

2. When requested to do so, the EMA will activate emergency notifications for any Nonparticipating Agency when reasonably able to do so. This does not create any obligation or requirement for the EMA to operate the System on behalf of a Nonparticipating Agency.

3. The EMA may assist Participants or County Users by sending notifications on a Participant's or County User's behalf when reasonably able to do so due to a Participant's or County User's inability to properly access and use the System. This does not create any obligation or requirement for the EMA to operate the System on behalf of a Participant or County User.

4. County Users are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc.) or those susceptible to certain risks. It is the responsibility of the County User to create, maintain, and update these lists.

7. SYSTEM COSTS

EMA agrees to fund the System for the EMA and County Users. Costs associated with a Participant's use of the System are the responsibility of the Participant and will be reasonably determined by the EMA Director. Such amount shall be included within a separate Memorandum of Understanding to be executed between EMA and the Participant.

8. PARTICIPANT USE OF SYSTEM

A. Should a Participant wish to participate in the use of the System, such Participant shall agree to abide by the terms of this Policy, all Operating Procedures maintained by the EMA, and any applicable contract terms with the mass notification vendor. In addition, all Participants must enter into a

Memorandum of Understanding with the EMA which outlines additional requirements and responsibilities.

B. The System utilizes contact information entered in the self-registry or from Participant provided contact databases. The information contained in the System is confidential and shall not be disclosed or utilized except by Participant Users for the purpose of mass notifications. Participant Users must respect the integrity of the System, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If any individual or Participant violates the terms of this Policy, Operating Procedures maintained by the EMA or any contract terms with the mass notification vendor, the EMA reserves the right to terminate that individual's or a Participant's use of the System.

C. The policy guidelines found above in Section 4, "Authorized Use" apply to Participant use of the System. In addition the following apply:

1. In the event a Participant wishes to add additional functionality related to their use of the System such as, **non-emergency, interdepartmental business communications**, each Participant should identify where such use of the System would add value to their operations and establish separate written protocols and procedures for this use (e.g. First Responder call-outs or notifications). Any Participant who desires to add additional functionality related to their use of the System shall be solely responsible for the costs of such additional functionality and shall directly work with the EMA to develop and execute an amendment to the contract with the mass notification vendor for such functionality.
2. For **non-emergency public announcement** on the System, prior reasonable approval of the Participant Administrator is required. Participants shall give precedence to emergency notification callouts by deferring, delaying, or terminating non-emergency notification sessions if needed to increase emergency message success.

D. **Authorized System Users**

Only personnel designated by each Participant shall have the authority to access and operate the System on behalf of and for the benefit of such Participant.

1. Participant Administrator: Each Participant shall designate a minimum of one administrator. The Participant's administrator is responsible for attending EMA training and guidance, identifying Participant Users, supporting EMA with system maintenance, and conducting procedural training to Participant Users of the System. This individual will be EMA's primary contact for all issues concerning Participant's use of the System.
2. Participant User: Those individuals designated, in writing to EMA, by a Participant as having the authority to access and operate the System on behalf and for the benefit of the Participant will be set up in the System as a "Participant User". Participants may designate an unlimited number of Participant Users. Participant Users shall be managed by the Participant Administrator. Participant Users will have permission to access and launch notifications within Participant's jurisdiction consistent with the System Operating Procedures. Each Participant User shall execute a User Agreement prior to be given access to the System.

E. **Activation of the System**

Each Participant is primarily responsible for launching messages unique to End-Users within its jurisdiction. EMA, however, reserves the right to launch jurisdiction-specific messages as determined to be appropriate by EMA. Detailed activation procedures shall be included in Participant Operating Procedure documents.

Other than countywide emergency notifications, public notifications are the responsibility of the Participant in most cases. In the event that the geographical location of an incident crosses jurisdictional boundaries, the Participant User wishing to send the notification should establish contact with the other affected local jurisdictions/agencies and coordinate sending a mass notification message.

If a Participant experiences difficulty in sending an emergency notification, EMA may be available to act on the Participant's behalf.

Participants are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc.) or those susceptible to certain risks. It is the responsibility of the Participant to create, maintain and update these lists.

F. **Emergency Response and Inter-Department Notifications**

Each Participant is authorized to create employee and department call lists and pre-recorded messages. It is the sole responsibility of each Participant to maintain these lists and to launch business-only notifications as deemed necessary.

THIS DOCUMENT IS THE HAMILTON COUNTY EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (EMA) PUBLIC MASS NOTIFICATION SYSTEM POLICY AND GUIDELINES ADOPTED BY THE EMA DIRECTOR ON THIS _6_ DAY OF __MARCH__, 2024.

Nick Crossley 03/06/2024

(Signature) (Date)

Nick Crossley

(Printed Name)

E - Notification System Policy 2024

Final Audit Report 2024-03-06

Created:	2024-03-06
By:	Morgan Peterson (morgan.peterson@hamiltoncountyohio.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF6Q18KHo4Sg0HOZBTM9RMxhAWeKCW6Dq

"E - Notification System Policy 2024" History

Document created by Morgan Peterson (morgan.peterson@hamiltoncountyohio.gov)
2024-03-06 - 8:51:26 PM GMT- IP address: 216.68.49.16

Document emailed to Nick Crossley (nick.crossley@hamiltoncountyohio.gov) for signature
2024-03-06 - 8:51:29 PM GMT

Email viewed by Nick Crossley (nick.crossley@hamiltoncountyohio.gov)
2024-03-06 - 11:09:17 PM GMT- IP address: 208.102.164.138

Document e-signed by Nick Crossley (nick.crossley@hamiltoncountyohio.gov)
Signature Date: 2024-03-06 - 11:11:05 PM GMT - Time Source: server- IP address: 208.102.164.138

Agreement completed.
2024-03-06 - 11:11:05 PM GMT

Adobe Acrobat Sign

EXHIBIT F

Participant User Agreement(s)

EXHIBIT E

PARTICIPANT USER AGREEMENT
COUNTYWIDE MASS NOTIFICATION SYSTEM

WHEREAS, _____ ("PARTICIPANT") has entered into a Memorandum of Understanding ("MOU") with the Hamilton County Emergency Management and Homeland Security Agency ("EMA") for the use of the Countywide Mass Notification System ("System") as defined in the MOU; and

WHEREAS, I am an employee of PARTICIPANT who has been selected by PARTICIPANT to be a Participant User of the System; and

WHEREAS, the MOU requires all Participant Users to execute a Participant User Agreement to have access to the System;

I, _____, hereby agree to adhere to and abide by all requirements set forth in the MOU between EMA and PARTICIPANT, including all license agreements, terms of use, privacy policies, and EMA policies attached thereto. I further agree to maintain the confidentiality of all System data, and System login and password information, in accordance with the MOU. I further agree that I will cease using the System immediately if I withdraw my consent under this Participant User Agreement or if PARTICIPANT revokes my authority to access the System at any time. I understand that I may be held responsible in the event that I breach any of said terms, conditions, or policies.

Signed:

Name: _____

Printed: _____

Email: _____

Name of PARTICIPANT: _____

Date: _____

EXHIBIT E

PARTICIPANT USER AGREEMENT
COUNTYWIDE MASS NOTIFICATION SYSTEM

WHEREAS, _____ ("PARTICIPANT") has entered into a Memorandum of Understanding ("MOU") with the Hamilton County Emergency Management and Homeland Security Agency ("EMA") for the use of the Countywide Mass Notification System ("System") as defined in the MOU; and

WHEREAS, I am an employee of PARTICIPANT who has been selected by PARTICIPANT to be a Participant User of the System; and

WHEREAS, the MOU requires all Participant Users to execute a Participant User Agreement to have access to the System;

I, _____, hereby agree to adhere to and abide by all requirements set forth in the MOU between EMA and PARTICIPANT, including all license agreements, terms of use, privacy policies, and EMA policies attached thereto. I further agree to maintain the confidentiality of all System data, and System login and password information, in accordance with the MOU. I further agree that I will cease using the System immediately if I withdraw my consent under this Participant User Agreement or if PARTICIPANT revokes my authority to access the System at any time. I understand that I may be held responsible in the event that I breach any of said terms, conditions, or policies.

Signed:

Name: _____

Printed: _____

Email: _____

Name of PARTICIPANT: _____

Date: _____

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Contract - Zix - Microsoft Office Licenses - $52.44

Recommend approval of all consent items.

Rationale:

The attached contract provides for office 365 licenses for an additional user for a total cost of $52.44.

Document No.: Q-124391-20240320-1046

Version #:Q-124391 - 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

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

☒ Issue Invoice

☐ Initiate Credit Card Payment

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

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

Purchase Order No.:

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

Date: March 19, 2024
Expires On: April 18, 2024
Payment Terms: Net 30
Email Domains: colerain.org

Acct Exec.: Michael Salvatore
Order Type: Cross Sell

Product	Qty / No. of Users	Term (mos.)	Price	Total Discount %	Sales Price	Extended Price
Office 365 E3, Monthly	2	1	$27.60	5%	$26.22	$52.44
NCE						
					Total:	$52.44

Total: $52.44

Do not pay, this is not an invoice

Document No.: Q-124391-20240320-1046 Version #:Q-124391 - 1

1 **Payment Schedule:**

First Month Total	$52.44
Grand Total	$52.44

2 **Special Terms:**
Payments for this order will be due monthly in the amount of $52.44 for each 1-month service period, with the first monthly payment invoiced upon execution of this Services Agreement as described in Item 3, "Invoicing and Payment.

3 **Invoicing & Payment:**
This Services Agreement is entered into between ZixCorp Systems, Inc. for and on behalf of itself and its affiliates, which may provide Services hereunder ("Zix"), and the legal entity set out below. You represent and warrant that you have the authority to bind that entity (henceforth the terms "You" and "Your" throughout shall refer to such entity) to the subscriptions for Zix and third party services set herein (the "Services"). By signing below, acceptance of these terms by email, issuance of a non—cancellable purchase order for the amounts set forth herein, or by your use of the Services, you are entering into a subscription for the Services (including licenses related thereto) indicated on the face of this Services Agreement for the committed term ("Term"). Zix may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and you agree to pay all invoices in U.S. dollars (or other currency specified herein) within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement, or if nothing is specified, thirty (30) days from your receipt of a Zix invoice. Fees for the Services ("Fees") are due for payment at the beginning of each Term, unless otherwise stated on the Services Agreement, with the Term beginning on the thirtieth (30^{th}) 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 you. 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 Services Agreement or your purchase order, although the total Fees for the Services will remain the same.

Secure Cloud terms: If you purchase and/or manage Services through the Zix Secure Cloud Portal ("Portal"), any changes to your Services you make are subject to the options and applicable terms and conditions provided in the Portal at such time, including applicable subscription term options (as such may be amended by Zix from time to time). If your Services include any services which are provisioned or managed through the Portal on a monthly subscription, or you subscribe to a Microsoft service in-conjunction with any other Services, you expressly acknowledge and agree that all such Services (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected 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 Term selected by you for those Services (each, a "renewal period") and no cancellation or refund will be available unless written notice of non-renewal is provided no less than thirty (30) days prior to the end of the current Term. Such notice of non-renewal must be provided to Zix at Zix-customersuccess@opentext.com.

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. You 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 applicable terms and conditions (for the service(s) you subscribe for) as set forth at https://www.carbonite.com/legal/products-and-services-terms (as such may be amended from time to time). In addition, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to your acceptance of the Microsoft service terms and operating guide which may be found here https://www.microsoft.com/licensing/docs/customeragreement. Any different or additional terms on your purchase orders or other documents are expressly rejected and shall not apply to this Services Agreement, or the Services purchased hereunder.

ZixCorp Systems, Inc.	Colerain Township
By:	**By:**
Printed:	**Printed:** Jeff Wedekach
Title:	**Title:** Administrator
Date:	**Date:** 3/20/24

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Settlement Agreement - Colerain Township vs. Gary Byrd

Recommend approval of all consent items.

Rationale:

Colerain Township initially responded to and investigated various code enforcement complaints against the owners of 10295 Season Drive. This case subsequently went to Housing Court and was then the Court of Common Pleas. The property has been cleaned up by the owners and this settlement would award $4,000 to Colerain Township.

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement (hereinafter the "Agreement") are:

- **COLERAIN TOWNSHIP BOARD OF TRUSTEES** (hereinafter "Plaintiff-Appellee" or the "Township") and

- **GARY C. BYRD** (hereinafter "Defendant-Appellant" or the "Byrd").

WITNESSETH:

WHEREAS, the parties are Plaintiff and Defendants to a state action filed in Hamilton County identified in the Court of Common Pleas as ***Case No. A 2002794*** (hereinafter the "Trial Court Case") and identified in the First District Court of Appeals as ***Case No. C 2300352*** (hereinafter the "Appellate Case");

WHEREAS, because of the cost and uncertainty of litigation, the Township and Byrd are desirous of settling and compromising the aforementioned actions and cases existing between the Township and Byrd in accordance with the terms set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the following promises and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the obligations and covenants of this Agreement which are made by the Parties, it is agreed as follows:

1. The Parties both agree to immediately dismiss the Appellate Case with the filing of the *Notice of Settlement and Agreed Voluntary Dismissal of Appeal* attached hereto as Exhibit "A" with the First District Court of Appeals.

2. Following dismissal of the Appellate Case, the Parties then agree to file the *Agreed Order of Settlement* attached hereto as Exhibit "B" signed by Judge Dinkelacker or other appropriate Hamilton County Common Pleas judge in the Trial Court Case.

3. This Settlement Agreement incorporates ALL of the terms set forth in the *Agreed Order of Settlement* attached hereto as Exhibit "B" as if fully written herein.

4. All $150.00 payments referenced and/or set forth in the *Agreed Order of Settlement* attached hereto as Exhibit "B" shall be made payable to "Colerain Township" and shall be hand-delivered and/or mailed to the attention of the Colerain Township Administrator at 4200 Springdale Road, Colerain Township, OH 45251.

5. Authority. Each Party hereto represents and warrants to the other that: (a) if an individual, he is of sound mind and is entering into this Settlement Agreement of his own free will, after having an opportunity to consult with legal counsel; (b) if a political subdivision, the political subdivision representative signing this Settlement Agreement has the full authority and consent of the political subdivision to bind the entity; (c) all necessary action on the part of each Party hereto required to be taken in connection with the execution, delivery and performance of this Settlement Agreement and of any documents delivered or to be delivered pursuant to this Settlement Agreement will be duly and effectively taken.

6. Entire Agreement. This Settlement Agreement constitutes the entire and final agreement between the Parties, and there are no agreements, understandings, warranties or representations among the Parties except as set forth herein. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall be binding and enforceable. Furthermore, a court may modify any portion of this Agreement deemed to be unenforceable to the extent necessary, consistent with the intent of the parties, to make it enforceable.

7. Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, estates, successors and assigns upon having been executed by all of the Parties hereto.

8. Headings. Paragraph or other headings contained in this Settlement Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Settlement Agreement.

9. Governing Law. This Settlement Agreement will be interpreted and construed under the internal laws of the State of Ohio, regardless of the domicile of any party, and will be deemed for such purposes to have been made, executed and performed in Cincinnati, Ohio.

10. Amendment. Neither this Settlement Agreement nor any of the provisions and/or conditions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

11. This Settlement Agreement in no way affects the ability of Colerain Township to enforce its Zoning Resolution and/or Housing Code or any other Township Resolution or rule on the Property located at 10295 Season Drive, Cincinnati, Ohio, 45251.

12. This Agreement constitutes the full understanding of the parties is a complete and exclusive statement of the terms of their agreement. No conditions, undertakings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereinafter made in writing and signed by all parties. Byrd confirms that the only consideration for the signing of this Agreement are the terms stated herein, and that the terms of this Agreement are contractual, not mere recitals; that no other promise or agreement of any kind has been made to them by any person or entity whatsoever to cause them to execute this Agreement, that this Agreement cannot be altered by any oral agreement; and further that Byrd understands the meaning and intent of this Agreement, including but not limited to its final and binding effect.

13. The settlement date for the claims released herein by the Township is the date this Settlement Agreement is signed by Byrd and the Administrator of Colerain Township.

14. The provisions of this Agreement are severable and if anyone or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall be binding and enforceable. Furthermore, a court may modify any portion of this Agreement deemed to be unenforceable to the extent necessary, consistent with the intent of the parties, to make in enforceable.

DEFENDANT-APPELLANT, BEFORE SIGNING HIS NAME BELOW, DECLARES THAT HE HAS COMPLETELY READ THE SETTLEMENT AGREEMENT AND ATTACHED EXHIBITS AND THAT HE FULLY UNDERSTANDS THE TERMS HEROF, AND INTEND TO BE LEGALLY BOUND HEREBY.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the date appearing below.

03/05/24
DATE

Gary Byrd
GARY C. BYRD

3/5/24
DATE

JEFF WECKBACH in his authorized capacity as Administrator for Colerain Township

Exhibit A

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT
HAMILTON COUNTY, OHIO

COLERAIN TOWNSHIP BOARD OF TRUSTEES	:	**Appeal No. C 2300351**
	:	
	:	**Trial No. A 2002794**
Plaintiff-Appellee,	:	
vs.	:	
	:	**NOTICE OF SETTLEMENT**
GARY C. BYRD, et al.	:	**AND AGREED VOLUNTARY**
	:	**DISMISSAL OF APPEAL**
Defendants-Appellants.	:	

The parties to this appeal provide notice to the Court that this action has been resolved and settled in its entirety. Pursuant to App. R. 28, all parties to this appeal agree that this Appeal and all proceedings related to such Appeal shall be dismissed with prejudice and that the parties shall pay whatever court costs are due.

IT IS FURTHER ORDER that a certified copy of this judgment shall constitute the mandate to the trial court pursuant to Rule 27 of the Ohio Rules of Appellate Procedure.

Scott A. Sollmann (OH #0081467)
Schroeder, Maundrell, Barbiere & Powers
5300 Socialville-Foster Road, Suite 200
Mason, Ohio 45040
(513) 583-4200 Tel.
ssollmann@smbplaw.com
Counsel for Plaintiff-Appellee, Colerain Township Board of Trustees

Christopher T. Travis (OH #0067699)
Law Office of Christopher T. Travis
P.O. Box 22
Terrace Park, Ohio 45174
(513) 903-6468 Tel.
travisatty@gmail.com
Counsel for Defendants-Appellants, Gary C. Byrd & Lavern Byrd

To the Clerk:

Enter upon the Journal of the Court on _____, per order of the Court.

By:_ _____
Presiding Judge

Exhibit B

COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

COLERAIN TOWNSHIP BOARD OF TRUSTEES,	:	CASE NO.: A 2002794
Plaintiff,	:	
vs.	:	JUDGE DINKELACKER
GARY C. BYRD, et al.	:	
Defendants.	:	

AGREED ORDER OF SETTLEMENT

On June 1, 2023, this Court granting summary judgment in the above-referenced case in favor of Plaintiff, Colerain Township Board of Trustees (hereinafter "Township" or "Board") awarding the Township a preliminary and permanent injunction against Defendants, Gary C. and Lavern Byrd (hereinafter "Byrds" or "Defendants") as well as damages and fines for an amount totaling $90,000.00 concerning multiple zoning violations which occurred over an extended period of time on the property located at 10295 Season Drive, Cincinnati, Ohio, 45251 (the "Property") owned by Defendants.

On or about June 27, 2023, the Township obtained a Certificate of Judgment against the Byrds for the amount of $90,000 based upon the Court's order granting summary judgment (hereinafter "Certificate of Judgment"). On June 30, 2023, the Byrds filed a notice of appeal (hereinafter "Appeal") regarding this Court's order granting summary judgment.

The parties briefed the Appeal and while the Appeal was pending agreed to the following terms of settlement including, but not limited to, immediate dismissal of the Appeal, as well as the following:

1. The Township agrees to take immediate action to reduce the current Certificate of Judgment from the current total of $90,000.00 to $4,000.00. These actions would involve reaching out to both the Hamilton County Clerk of Court's office and the Hamilton County Recorder's office for guidance and the making of additional filings which reflect the reduction of the current Certificate of Judgment from $90,000.00 to $4,000.00.

2. Monthly payments of $150.00 shall be made by the Byrds to Colerain Township submitted to the attention of the Colerain Township Administrator by the first (1st) day of every month beginning with March 1, 2024, until the entirety of the $4,000.00 agreed settlement has been paid off by the Byrds to the Township.
3. If a monthly payment is not received by the fifteen (15th) day of a month, then an interest rate of 10% per annum will immediately begin to run on the remainder of the $4,000.00 owed by the Byrds to the Township at that time and from that time on. Such 10% interest rate will then continue to run on the remainder of the $4,000.00 agreed settlement until the entirety ***plus*** all interest has been paid off to the Township.
4. Once the entirety of the $4,000.00 agreed settlement ***plus*** any accrued interest has been completely paid by the Byrds to Colerain Township, the Township, within thirty (30) days written notice from the Byrds, will file a satisfaction and/or release of the Certified Judgment with both the Hamilton County Clerk of Court's office and the Hamilton County Recorder's office regarding the Byrds and/or the Property.

IT IS SO ORDERED.

Scott A. Sollmann (OH #0081467)
Schroeder, Maundrell, Barbiere & Powers
5300 Socialville-Foster Road, Suite 200
Mason, Ohio 45040
(513) 583-4200 Tel.
ssollmann@smbplaw.com
Counsel for Plaintiff,
Colerain Township Board of Trustees

Christopher T. Travis (OH #0067699)
Law Office of Christopher T. Travis
P.O. Box 22
Terrace Park, Ohio 45174
(513) 903-6468 Tel.
travisatty@gmail.com
Counsel for Defendants,
Gary C. Byrd & Lavern Byrd

JUDGE PATRICK DINKELACKER

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Promotion - Mechanic 2 - Department of Fire and EMS - Corbin Ralston - $26.44

Recommend approval of all consent items.

Rationale:

Corbin Ralston embarked on his full-time journey with the Department of Fire and EMS in 2021, assuming the role of Mechanic 1. Over his initial three years, he diligently acquired his ASE Master Medium/Heavy Truck certification, a prerequisite for the position of Mechanic 2. Presently, Corbin holds all requisite certifications and has demonstrated proficiency in fulfilling the responsibilities associated with the Mechanic 2 position.

The wage for this job is $26.44 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on April 1, 2024.

Memo

To: Allen Walls, Fire Chief
From: Michael Adler, Fleet Manager
Date: February 12, 2024
Re: Proposal, Corbin Ralston to Mechanic 2

This is a proposal and recommendation to promote Corbin Ralston to Mechanic 2.

I'm proposing to promote Corbin Ralston from Mechanic 1 to Mechanic 2. Corbin started his full-time career with Colerain Township Fire/EMS as a Mechanic 1 in 2021. He received his ASE Master Medium/Heavy Truck certification required in his first four years. At this point, Corbin has all necessary certifications and has proven that he can do the job of the Mechanic 2 position.

I recommend promoting Corbin Ralston to the position of Mechanic 2 from his current position of Mechanic 1.

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

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

New Hire - Seasonal Maintenance Worker - Public Services - $15:

- Cameron Schmale
- Cody Brown
- Mikayla Baldwin
- Justin Matevia

Recommend approval of all consent items.

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

- Cameron Schmale
- Cody Brown
- Mikayla Baldwin
- Justin Matevia

The wage for this job is $15.00 per hour for up to 40 hours per week. Seasonal staff are eligible to begin work on March 18, 2024.

COLERAIN
1794 225TH ANNIVERSARY 2019

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

Job Code: 163 Position Number: 5108- Seasonal Maint. Worker

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: Cameron Schmale

Hourly rate: $15.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40hrs/week

Proposed start date: 3/18/2024 Eligibility Date: 3/18/2024

Tentative schedule of hours: Monday-Friday 6:30 a.m. – 3:00 p.m.

Does this position supervise staff? ☐ Yes ☒No

Comments: Interviewed with Roger Krebs and Geoff Payne.

Department Head Name: Tawanna Molter

Signature: Roger Krebs Date: 2/27/2024

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:

Administrator Signature: Date: 3/12/24

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:

Date posting closed: Still open

Interview Committee: Roger Krebs and Geoff Payne

Interview dates: 2/26/2024 Number of applications: 4

Number of candidates interviewed: 4

COLERAIN
1794 225TH ANNIVERSARY 2019

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

Job Code: 163 Position Number: 5104 - Seasonal Maint. Worker

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: Cody Brown

Hourly rate: $15.00 Employee Supervisor: Leah McMillan/Debbie Potzner

Min/Max hours/week: 40hrs/week

Proposed start date: 3/18/2024 Eligibility Date: 3/18/2024

Tentative schedule of hours: Monday-Friday 6:30 AM to 3 PM

Does this position supervise staff? ☐ Yes ☒No

Comments: Interviewed with Roger Krebs and Geoff Payne

Department Head Name: Tawanna Molter

Signature: Roger Krebs Date: 3/1/2024

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:

Administrator Signature: Date: 3/12/24

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:

Date posting closed: Still open

Interview Committee: Roger Krebs and Geoff Payne

Interview dates: 2/26/2024 Number of applications: 4

Number of candidates interviewed: 4

COLERAIN
1794 225TH ANNIVERSARY 2019

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

Job Code: 163 Position Number: 5110 – Seasonal Maintenance Wkr

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: Mikayla Baldwin

Hourly rate: $15.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40hrs/week

Proposed start date: 3/18/2024 Eligibility Date: 3/18/2024

Tentative schedule of hours: Monday-Friday 6:30 a.m. – 3:00 p.m.

Does this position supervise staff? ☐ Yes ☒No

Comments: Interviewed with Roger Krebs and Geoff Payne.

Department Head Name: Tawanna Molter

Signature: Roger Krebs Date: 2/27/2024

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:

Administrator Signature: Date: 3/12/24

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:

Date posting closed: Still open

Interview Committee: Roger Krebs and Geoff Payne

Interview dates: 2/26/2024 Number of applications: 4

Number of candidates interviewed: 4

COLERAIN
1794 225TH ANNIVERSARY 2019

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

Job Code: 163 Position Number: 5118 - Seasonal Maint. Worker

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

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Justin Matevia

Hourly rate: $15.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40hrs/week

Proposed start date: 3/18/2024 Eligibility Date: 3/18/2024

Tentative schedule of hours: Monday-Friday 6:30 a.m. – 3:00 p.m.

Does this position supervise staff? ☐ Yes ☒No

Comments: Interviewed with Roger Krebs and Geoff Payne.

Department Head Name: Tawanna Molter

Signature: Roger Krebs Date: 2/27/2024

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:

Administrator Signature: Date: 3/12/24

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:

Date posting closed: Still open

Interview Committee: Roger Krebs and Geoff Payne

Interview dates: 2/26/2024 Number of applications: 4

Number of candidates interviewed: 4

CONSENT ITEMS

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

New Hire - PT Facility Maintenance Worker - Timothy Keyes - Public Services - $17/hour

Recommend approval of all consent items.

Rationale:

The position of PT Faciilty Maintenance Worker was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals:

- Timothy Keyes

The wage for this job is $17.00 per hour for up to 40 hours per week. Contingent upon Board approval, they would be eligible to begin work on March 27, 2024.

CONSENT ITEMS

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

New Hire - Summer Camp Director - Greg Insco - Public Services - $17/hour

Recommend approval of all consent items.

Rationale:

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

- Greg Insco

The wage for this job is $17.00 per hour for up to 40 hours per week. Contingent upon Board approval, they would be eligible to begin work on March 27, 2024.

CONSENT ITEMS

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

New Hire - Assistant Summer Camp Director - Brady Bowden - Public Services - $15/hour

Recommend approval of all consent items.

Rationale:

The position of Assistant Summer Camp Director was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals:

- Brady Bowden

The wage for this job is $15.00 per hour for up to 40 hours per week. Contingent upon Board approval, they would be eligible to begin work on March 27, 2024.

CONSENT ITEMS

Department: Public Services

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

New Hire - Summer Camp Counselor - Public Services - $12.50/hour
Elaina Ward
Olivia Howland
Recommend approval of all consent items.

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

- Elaina Ward
- Olivia Howland

The wage for this job is $12.50 per hour for up to 40 hours per week. Contingent upon Board approval, they would be eligible to begin work on March 27, 2024.

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Donation Acceptance - Police Department - $2,000.34

Recommend approval of all consent items.

Rationale:

Colerain Township Police Department is grateful for $2,000.34 donation from Cincinnati Moose Lodge.

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

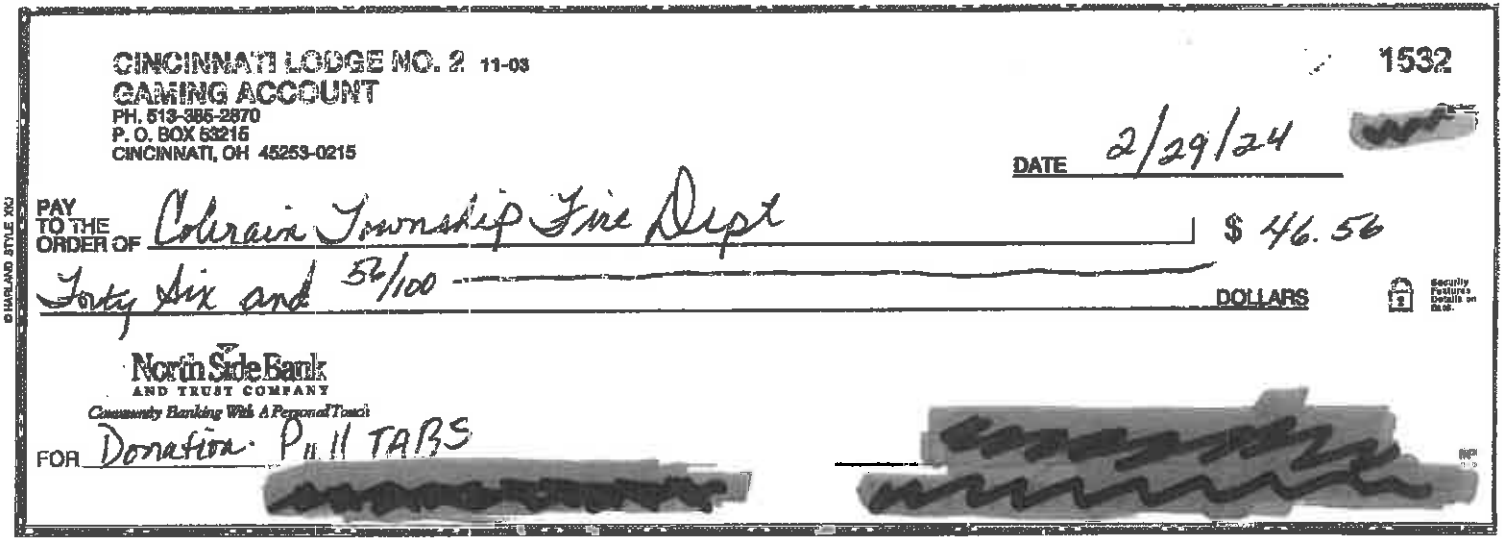
Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Donation Acceptance - $2,000.34 - Fire & EMS - Cincinnati Moose Lodge #2.

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a $2,000.34 donation from Cincinnati Moose Lodge #2.



CINCINNATI LODGE NO. 2 11-03
GAMING ACCOUNT
PH. 513-385-2870
P. O. BOX 53215
CINCINNATI, OH 45253-0215

1532

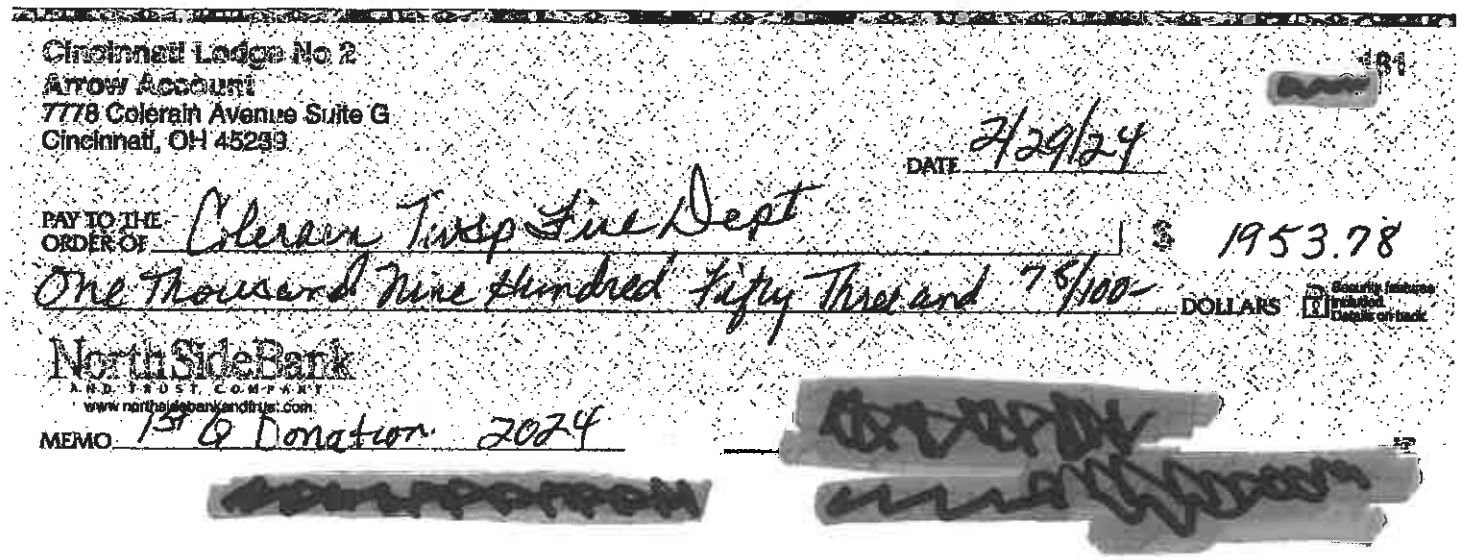
DATE 2/29/24

PAY TO THE ORDER OF Colerain Township Fire Dept $ 46.56

Forty Six and 56/100 DOLLARS

North Side Bank AND TRUST COMPANY
Community Banking With A Personal Touch

FOR Donation. Pull TABS



Cincinnati Lodge No 2
Arrow Account
7778 Colerain Avenue Suite G
Cincinnati, OH 45239

DATE 4/29/24

PAY TO THE ORDER OF Colerain Twsp Fire Dept $ 1953.78

One Thousand Nine Hundred Fifty Three and 78/100 DOLLARS

North Side Bank AND TRUST COMPANY
www.northsidebankandtrust.com

MEMO 1st Q Donation 2024