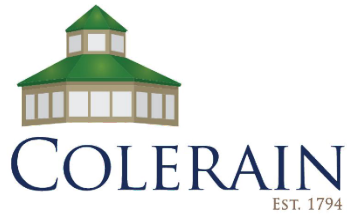


Regular Meeting of the Board of Trustees - May 11

May 11, 2021

1. **Opening of Meeting**
2. **Executive Session** 6:00 pm
3. **Pledge of Allegiance** 7:00 pm
4. **Meditation (Moment of Silence)**
5. **Fiscal Office** – Approval of Minutes
6. **Presentations**
 - a. Letter of Gratitude - USDA Farmers to Families - Catholic Charities, Volunteers, Public Services Staff, Police Department Staff
 - b. Letter of Commendation - Employees of the Public Services Department
 - c. Proclamation Recognizing May 8, 2021 as Matt Croxton, Sr. Day in Colerain Township
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Motion to Dispose of Surplus Property
 - b. Motion to Purchase Protective Shields
 - c. Motion to Approve a Noise Permit
 - Public Services**
 - Planning & Zoning**
 - a. Resolution Declaring Nuisance and Ordering Abatement
 - Administration**
 - a. Motion Authorizing Township Administrator to Execute an Agreement with Emersion Design for a Facility Master Plan
 - b. Motion Authorizing the Township Administrator to Execute an Agreement with Cincinnati Bell for Public Wifi in Township Parks
 - c. Motion to Issue Request for Proposals - Public Private Partnership - Fire Station Construction
 - d. Resolution Authorizing the Adoption of Appropriations- CARES Act
 - e. Resolution Adopting Junk Vehicle Procedure



11. **Old Business**
12. **Consent Items**
 - a. New Hire - Police Officer - Police Department
 - b. New Hire - Police Officer - Police Department
 - c. New Hire - Seasonal Maintenance Worker - Public Services Department
 - d. Contract - Rumpke - Residential Solid Waste - Final Contract
 - e. Contract - Plattenburg - Accounting Services
 - f. Contract - KZF - SORTA Grant Writing
13. **Fiscal Office Report**
14. **Executive Session** – if needed
15. **Adjournment**

PRESENTATIONS

Department: Administration

Department
Director: Geoff Milz, Administrator

Letter of Gratitude - USDA Farmers to Families - Catholic Charities, Volunteers, Public Services Staff, Police
Department Staff

Rationale:



May 11, 2021

Tony Stieritz, CEO
Catholic Charities Southwestern Ohio
7162 Reading Road, Floor 6
Cincinnati, Ohio 45237

Dear Mr. Stieritz,

It is with great pleasure that we are writing to you today on behalf of Colerain Township to thank you for all you and your organization have done for the residents of Colerain Township. The USDA Farmers to Families Free Food Box Distribution program was a great success! This success was due largely in part to the tireless efforts of April Hoak, the Food for All Coordinator. Ms. Hoak was paramount in the efficiency of the food distribution, resulting in feeding thousands of area families over a seven month period.

It was truly remarkable to witness the collaboration of Catholic Charities Southwestern Ohio and the Freestore Foodbank, as well as the multitude of volunteers. The employees of the Colerain Township Public Services Department commented that the events were well planned, and, along with the coordinated efforts of the Colerain Police Department who coordinated the traffic flow, enabled the residents to be served easily and efficiently.

Again, thank you for choosing Colerain Township as one of the region's distribution locations for the USDA Farmers to Families Free Food Box Distribution program. We appreciate the working relationship we have established, and we look forward to partnering with you again in future endeavors.

Respectfully,

The Trustees of Colerain Township

Raj Rajagopal

Dan Unger

Matt Wahlert

Jeff Baker, Fiscal Officer

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251
gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Raj Rajagopal, Daniel Unger, Matt Wahlert
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

PRESENTATIONS

Department: Public Services

Department
Director: Geoff Milz, Administrator

Letter of Commendation - Employees of the Public Services Department

Rationale:



On this day, May 11, 2021, on behalf of Colerain Township, we would like to officially commend:

Jackie O'Connell
Roger Krebs
Geoffrey Payne
Geoffrey Payne, Jr.
Jacob Carter
Tawanna Molter

On Wednesday, April 21, 2021 the new playground at Colerain Park, which is under construction and scheduled to open this spring, was severely and devastatingly vandalized with spray paint. The paint was on most surfaces of the new playground, including construction equipment. Acting quickly, the Parks Department went into full cleaning mode. They worked for hours in the pouring rain, scrubbing all the surfaces to remove the paint before it became permanent. Fortunately, most of the paint was removed and there is little remaining of the graffiti.

When the damage was observed, the Colerain Police Department responded and began an investigation. The investigation is on-going as they continue to follow leads to find those responsible.

Ms. Molter posted pictures of the damage on social media in an attempt to get information from anyone who may have observed the offenders in action. Ms. O'Connell met with local media and the incident was televised. The community remains outraged at such destruction.

Jackie O'Connell is commended for her leadership and the professionalism she displayed in the handling of this occurrence. Tawanna Molter is commended for the postings on social media which ignited the community to be involved to find those responsible. Roger Krebs and his team are commended for their quick actions and time and diligence in removing the graffiti from Colerain Park and the new playground. With these efforts, the playground is still scheduled to open this Spring.

Respectfully,

The Trustees of Colerain Township

Raj Rajagopal

Dan Unger

Matt Wahlert

Jeff Baker, Fiscal Officer

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Trustees: Raj Rajagopal, Daniel Unger, Matt Wahlert
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

PRESENTATIONS

Department: Administration

Department
Director: Geoff Milz, Administrator

Proclamation Recognizing May 8, 2021 as Matt Croxton, Sr. Day in Colerain Township

Rationale:

**PROCLAMATION RECOGNIZING MAY 8, 2021 AS
MATT CROXTON, SR. DAY IN COLERAIN TOWNSHIP**

Hamilton

.....County, Ohio

Colerain

Be It Proclaimed *by the Township Trustees of Township, that*

WHEREAS, Matt Croxton, Sr. was 99 years of age and a resident of Colerain Township for many years; and

WHEREAS, Matt Croxton, Sr. was a celebrated United States Army veteran, who was awarded the European African Middle Eastern Service Medal with 1 Bronze Star; the World War II Victory Medal; and the American Service Medal; and

WHEREAS, our community has a continuing sense of gratitude to those who have given so much in the defense of the freedoms which we all continue to enjoy; and;

WHEREAS, Americans have an abiding faith in the ideals and strengths on which our great nation was founded, in our democratic process, and in the men and women of the armed forces who have served our country so well; and

WHEREAS, Matt Croxton, Sr. recently passed away and we honor and thank him for his service to his community and our nation.

Be it Proclaimed that the Colerain Township Board of Trustees does hereby recognize
May 8, 2021 as Matt Croxton, Sr. Day in Colerain Township.

Adopted the *11th* *May* *2021*
.....day of

Attest
Fiscal Officer

.....
.....

Township Trustees

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Dispose of Surplus Property

Recommend ADOPTION of the Motion.

Rationale:

The property to be disposed of consists of (4) police bicycles that are in excess of 15 years old and are not serviceable. Each bicycle has a current value of less than \$50.

Gary Fisher Bicycle:

Serial #WTU164C1068E

Trek Bicycle:

Serial # WTUE014111R

Trek Bicycle:

Serial # WTUD014041R

Trek Bicycle:

Serial # WL3166327

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Purchase Protective Shields

Recommend ADOPTION of the Motion.

Rationale:

The Police Department is in need of shields that protect our officers from high power ammunition and complete ballistic protection during close contact with armed suspects. The request is for one 2x4 shield and four 2x3 shields. In November 2020 during our officer involved shooting, we had to wait for another agency to bring shields to us so we could approach the armed suspect's vehicle to get him medical care. The total cost of the five shields is \$19,175.75 and matches state bid price which is 45% off of MSRP.

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Approve a Noise Permit

Recommend ADOPTION of the Motion.

Rationale:

St. John's Athletic Boosters seek a noise permit for their Spring celebration from 6pm to 11pm on May 28th.

PERMIT VALID DATE AND TIME (to and from):

Trustees: Matt Wahlert, Raj Rajagopal, Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

Application for Noise Resolution Permit

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

Name of applicant: Matthew Smith - St John's Athletic Boosters

Address where event will be held: 5375 Dry Ridge Rd

Type of event: Spring Celebration - 05 - 10min Firework Display

Date and Time of Event: 5/28/2021 6:00pm - 11:00pm

Contact number for permit holder:

Matthew Smith 513-266-7555

Permit applicant 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 Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PLANNING & ZONING

Department: Planning & Zoning
Department
Director: Geoff Milz, Administrator

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:

9491 Burgess	510-0052-0179-00
9929 Capstan	510-0111-0156-00
8300 Colerain	510-0060-0014-00
2966 Cranbrook	510-0014-0158-00
6662 Daleview	510-0350-0155-00
9970 Hollis	510-0111-0152-00
4519 Poole	510-0202-0006-00
3835 Springdale	510-0191-0081-00

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 11th day of May, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

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

<u>Address</u>	<u>Book-Page-Parcel No.</u>
9491 Burgess	510-0052-0179-00
9929 Capstan	510-0111-0156-00
8300 Colerain	510-0060-0014-00
2966 Cranbrook	510-0014-0158-00
6662 Daleview	510-0350-0155-00
9970 Hollis	510-0111-0152-00
4519 Poole	510-0202-0006-00
3835 Springdale	510-0191-0081-00

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

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

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

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of

record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

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

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

5. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Rajagopal _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this 11th day of May, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
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 11th day of May, 2021.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Motion Authorizing Township Administrator to Execute an Agreement with Emersion Design for a Facility Master Plan

Recommend ADOPTION of the Motion.

Rationale:

In the 2021 Strategic Plan and Budget, the Board adopted and approved an initiative known as the "Facility Master Plan". This initiative contained a budget of \$150,000. To execute on this initiative, a scope of services was adopted by the Board at the March 9, 2021 Trustees meeting. Staff received three responses to this scope of services, which can be found at this link: <https://www.colerain.org/DocumentCenter/Index/307>

A memorandum is attached to this agenda item that outlines the importance of the Facility Master Plan and provides an overview of the staff recommendation, Emersion Design. The \$118,085 cost is well within the \$150,000 budget approved by the Trustees for this project for 2021. This project is critical to the short and long term future of the community and will leave an impact on this community for decades. It will also help to develop and establish a policy document for execution, similar to a strategic plan specific to our buildings.

Staff facilitated a conversation with the Trustees at the April 27, 2021 Board of Trustees meeting. Based on these conversations and internal evaluations, staff is bringing forward an agreement with Emersion Design for a full facility master plan for Colerain Township. This plan will:

- Establish a prioritization process of Township facility needs in an actionable document that accounts for the Township's ability to pay
- Provide recommendations on energy efficiencies and other cost saving measures to improve our existing facilities
- Provide a document that would serve as a strategic plan for our major capital and infrastructure projects



MEMORANDUM

To: Board of Township Trustees
CC: Jeff Weckbach, Assistant Township Administrator
From: Geoff Milz, Township Administrator
Subject: Facility Master Plan
Date: April 18, 2021

BACKGROUND

As part of the 2021 Strategic Plan and Budget, Colerain Township adopted a new, expanded capital plan. This capital plan can be found on pages 83 – 108 here:

<https://www.colerain.org/DocumentCenter/View/3000/2021-Strategic-Plan-and-Budget---Final>

Throughout discussions with Department Directors on future capital projects involving facility improvements, expansions, and alternative uses, it became clear that there were a number of competing needs, unknown major component costs, and potential site redesigns that would help to reposition the Township offices to more appropriately deliver services in the future. The pandemic also highlighted the need to rethink the structure of the traditional office environment.

Given the competing capital needs of the Township, the Strategic Plan included an initiative known as the “Facility Master Plan”. The overall goal of the initiative is to develop a comprehensive facilities master plan for all Township property, including parks and Township owned vacant lots. This project will fully assess the existing facility configuration, space, and needs of all departments and develop an actionable plan based on existing and future resources. Of note, this plan will provide recommendations for:

- Energy efficiency improvements;
- Operational efficiencies;
- Expansion of assets; and
- Utilization of existing underutilized assets.

ANALYSIS

A scope of services for this project was included in the March 9, 2021 Board of Trustee meeting packet and responses were due on April 2, 2021. The Township received responses from three firms:

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251
gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Matthew Wahlert, Raj Rajagopal, Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

Brandstetter Carroll, Emersion Design, and KZF. An internal team consisting of the Township Administrator, Assistant Administrator, Public Services Director, and Facility Manager reviewed all of the submitted proposals and interviewed all three firms.

Each proposal contained recommended approaches to develop the following:

- **Prioritization Policy and Document:** Each firm outlined how they would work to develop consensus to prioritize which capital projects should be funded given the Township's financial constraints.
- **Needs Assessment:** This is a review of all critical building components that will highlight the life cycle replacement for all critical systems. This will be an actionable document that indicates when major systems are likely to fail and what the expected cost of replacement may be.
- **Building Recommendations:** An overview of alternative designs, green improvements, facility relocations, and other holistic solutions will be considered. Cost estimates and recommendations on phasing to ensure continuity of operations will also be considered.
- **Parks:** This will provide a recommendation on parks infrastructure and green space that is missing in our community. It will also outline upgrades, replacements, and other improvements that are necessary to provide essential parks services to our community.
- **Vacant Properties:** These recommendations will outline alternative uses for our existing vacant Township owned properties that will lower Township maintenance costs and increase their functional utility in the community.

All three of the proposals contained a strong team of experts that possess robust experience in developing master plans for other communities. One major separating factor in all three proposals was cost, with Emersion Design roughly \$30,000 less than the other two proposals. The Emersion Design proposal contains a strong team of expertise in green infrastructure projects and planning. All three proposals can be reviewed in their entirety here: <https://www.colerain.org/DocumentCenter/Index/307>

RECOMMENDATION

Staff recommends adoption of a contract with Emersion Design for all listed services. The \$118,085 cost is well within the \$150,000 budget approved by the Trustees for this project for 2021. This project is critical to the short- and long-term future of the community and will leave an impact on this community for decades. It will also help to develop and establish a policy document for execution, similar to a strategic plan that is specific to Township owned buildings.

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the xx day of May in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

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

emersion DESIGN LLC
310 Culvert Street, Suite 100
Cincinnati, Ohio 45202

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

Facility Master Plan for Colerain Township, Ohio 45251
The project consists of the full assessment of the existing facility configuration, space, and needs of all of the Township's departments. Colerain Township currently has five separate departments operating in 10 different buildings. The Township also has 10 parks, 4.7 acres of historical cemeteries, and 16.5 acres of vacant land. The Project will analyze existing properties and facilities to more efficiently and effectively address space needs and use for the next 20-30 years.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

As recommended in Exhibit A: Scope

§ 1.1.2 The Project's physical characteristics:

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

As recommended in Exhibit A: Scope

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

n/a

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

.1 Design phase milestone dates, if any:

n/a

.2 Construction commencement date:

n/a

.3 Substantial Completion date or dates:

December 2021

.4 Other milestone dates:

As shown in Exhibit C: Project Schedule

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

n/a

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

n/a

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Jeff Weckbach, MPA
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

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

n/a

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

n/a

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Tim Wiley, RA, NCARB, LEED AP
310 Culvert St. Suite 100

Cincinnati, OH 45202
(o) 513-841-3919
(m) 513-254-9821

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Planner / Landscape Architect:

MKSK
1818 Race Street
Cincinnati, OH 45202

.2 Civil Engineer:

IBI Group
23 Triangle Park Drive
Cincinnati, OH 45246

.3 Mechanical, Electrical and Plumbing Engineer:

Pedco E & A Services
11499 Chester Rd #501
Cincinnati, OH 45246

§ 1.1.11.2 Consultants retained under Supplemental Services:

n/a

§ 1.1.12 Other Initial Information on which the Agreement is based:

n/a

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 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.

§ 1.3.1 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's designated representative shall not be changed during the Project without Owner's prior written approval.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits but not less than one million (\$1,000,000)

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary master planning and facility assessment services, mechanical, and electrical assessment services, and park/landscape planning services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Master Planning Services

§ 3.2.1 As recommended in Exhibit B: AIA Document E210™-2017

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Owner

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	Architect & Owner
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	Architect & Owner
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 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;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 If the services covered by this Agreement have not been completed within **ten (10)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the

Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to represent the Owner with respect to the Project. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. **§ 5.7.1**

§ 5.9.1 The Architect shall review and confirm the sufficiency of any tests and information furnished to the Architect by or on behalf of the Owner pursuant to Sections 5.5 or 5.8.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 In preparing estimates of the Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project acceptable to Owner; and to include design alternates acceptable to Owner as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service for purposes including, but not limited to constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate, otherwise, the license granted in this Section 7.3 shall continue with respect to this Project and survive such termination. If the Owner rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall continue with respect to this Project and survive such termination.

§ 7.3.1 In the event the Owner modifies the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect 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.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based

on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include

the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

Basic Services: One Hundred Eighteen Thousand Eighty-Five Dollars and Zero Cents (\$118,085.00)

Enhanced Park Services: Five Thousand One Hundred Twenty-Five Dollars and Zero Cents (\$5,125.00)

Enhanced Vacant Property Services: Five Thousand One Hundred Twenty-Five Dollars and Zero Cents (\$5,125.00)

Total Services: One Hundred Twenty-Eight Thousand Three Hundred Thirty-Five Dollars and Zero Cents (\$128,335.00)

- .2** Percentage Basis
(Insert percentage value)

n/a

- .3** Other
(Describe the method of compensation)

n/a

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

n/a

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

n/a

§ 11.4 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Master Planning Phase	One Hundred	percent (	100	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit D: Project Fees

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses shall mean reasonable expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Any other expense directly related to the Project and reasonably incurred after first receiving written approval of the Owner..

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «ten » percent («10 » %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « zero dollars » (\$ « 0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

n/a

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
AIA Document E210™–2017, Standard Form of Architect's Services: Facility Support

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☒] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Meeting the Deliverables

Exhibit B: AIA Document E210™–2017,

Exhibit C: Project Schedule

Exhibit D: Project Fees

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

COLERAIN TOWNSHIP, OHIO

EMERSION DESIGN

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Tim Wiley, RA, NCARB, LEED AP
Project Manager
OH ARC. 1115318
(Printed name, title, and license number, if required)

MEETING THE DELIVERABLES



Deliverable #1: Prioritization Document

In order to produce a well-rounded prioritization document, our team will need to have one or more visioning sessions with staff, the elected board, and other relevant stakeholders to develop a list of goals, priorities, and other factors that will be used as a baseline reference point and ensure that the final documents meet the expectations of Colerain Township. Throughout the process, your staff and our team will continue to refer back to these priorities to help guide conversations and guide the development of actionable recommendations.

To accomplish this, our team will:

Facilitate the Kickoff Meeting – Lead a discussion with Township personnel and build consensus around:

- + Proposed process and goals
- + Scope and project approach
- + Critical dates and milestones
- + Establish communication procedures
- + Identifying key stakeholders and decision makers to potentially add to the Core Team; and identify a larger group to be members of a Steering Committee.
- + Discuss any evaluation and/or existing data of the Township Facilities, seek clarification and debunk any misunderstandings

Develop Action Steps by populating and sharing an Action Item Matrix that identifies responsibilities and due dates as we prepare for the Visioning Sessions.

Facilitate Multiple Visioning Sessions — Our visioning sessions focus on building consensus and harmony between various stakeholders, thus ensuring a cohesive, integrated master planning design approach. During these meetings, questionnaires are distributed, the goal creation process will be explained, and any challenges will be collectively identified

and addressed to ensure the most effective participation by all.

Prioritization Document – The design team will prepare a summary of our findings from the kick off and visioning sessions to use as the foundation for our master plan moving forward.

Deliverable #2: Needs Assessment

Following the creation of the Prioritization Document, the Needs Assessment phase will begin with heavy data collection through a series of Township Staff meetings, Site visits and a Public Engagement Event. Prior to the staff meetings, questionnaires will be sent out for initial feedback. These responses will be reviewed and discussed at the staff meetings.

To accomplish the Need Assessment, our team will:

Perform group interviews of approximately 1 to 2 hours in length with each Department's Steering Committee to determine fully the needs, requirements and current operating procedures for each department/division. Typically, these interviews focus on identifying the number of staff, equipment, key design issues, the type of work in which each person is involved, the storage requirements, and the function and responsibilities of each department with which there is significant interface. Specific information to be gathered and discussed during the on-site interviews will include, but not be limited to addressing the following issues.

- + Key design issues for each space and/or functional area within the planned facility.
- + Current staffing plans and organization charts.
- + Hours of operation and site and building security requirements.
- + Emergency operation procedures and after hour access.
- + Office, assembly, and operational spaces.

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- + Data Center and Emergency operation functions and specific requirements.
- + Staff support space needs including restroom, shower, and locker areas, break rooms, and vending areas, etc.
- + Supervisory and access control requirements.
- + Meeting, training, and conference room needs.
- + For Maintenance, requirements for equipment repair, inspection, and special use shops.
- + For Fire, Police and Maintenance, Fleet type, age, and average annual miles.
- + Equipment servicing requirements.
- + Storage requirements for parts, supplies, materials, and archives.
- + Parking requirements for employee, visitor, fleet, and delivery vehicles.

During this phase we also will also **Facilitate a Public Engagement Event**. Leaning into on our extensive community engagement experience, we will facilitate discussion, gather input, listen to aspirations and challenges, catalogue and analyze feedback, prioritize, guide the committee through various solutions, and be open to critique. With these events, our goal is not just to illicit the best ideas and create true ownership for the community, but to help *build community*. Many times, this is the first occasion community members have interacted with each other

Additionally, our team will perform Site Visits for the physical assessment of existing conditions and inventory facility and park assets, strengths, weaknesses.

Analyze Growth/Consolidate Data

The Design Team will analyze the growth data and will make staff and space projections based upon current and anticipated growth in operational size, staff size, equipment needs, and other factors as it pertains to the overall facilities. A space matrix will be developed and rolled up showing the space need standards, common areas, and support areas. This analysis will compare the existing facilities against regional and national standards to help determine the appropriateness of the current facilities, and how the Township's operations and anticipated growth will impact the final appropriate solution.

This Final Needs Assessment document will include:

- + A review of current staffing levels in each facility and any capacity issues that need to be addressed and a

projection of capacity needs for the next 10-20 years

- + A review of all current facility critical systems/ components and their projected life cycle replacement target dates
- + A review of all open space that is currently undeveloped and/or underutilized (specifically vacant properties and parking lots)
- + A review of existing storage capacity and use in all facilities, including anticipated future needs
- + A review of all ADA requirements and security needs
- + A listing of facility assets that are desired and not found in Township
- + A listing of park assets that should be considered in each park, even if they are found in other parks



Deliverable #3: Building Recommendations

After the completion of the needs assessment phase, the Design Team will develop a high-level review of all facilities with the below categorization. The categorization will be based on the information contained in the needs assessment:

- + Adequate for Current Use - Identify future possible alternative use including projected utilization, projected cost, and benefits
- + Inadequate - Possible adaptive re-use including projected utilization, projected costs, and benefits
- + Alternative use - Projected costs and projected benefits.

Each recommendation is anticipated to consider and include:

- + Creative alternatives and options for building use
- + Consideration of the fact that many of the existing systems in these facilities are reaching the end of their useful life and consideration of holistic solutions that encompass the replacement of some of these critical systems, that may result in greater long-term cost savings to the Township
- + Recommendations for installation of solar panels, green

MEETING THE DELIVERABLES

roofs, efficiency upgrades, electric vehicle charging stations, and other green replacements of building components

- + Concept sketch plans that illustrate re-modification recommendations or other construction
- + Square Foot Based Cost estimates for projects

To accomplish this, our team will:

- + Facilitate two (2) additional staff steering committee meetings
- + Facilitate another Public Engagement Event
- + Prepare recommendations for facility components
- + Prepare square foot based cost estimates for renovated/new components



Deliverable #4: Park Recommendations

Running concurrently with the Building Recommendation Phase will be the Park Recommendations. This document will include:

- + Recommendations on where to place new park components
- + The cost of any park modifications, upgrades, or other items
- + Recommendations on the need for new parks or the divestiture of current parks
- + Other items as determined by Township staff throughout the project

To accomplish this, our team will:

- + Facilitate another staff steering committee meeting
- + Facilitate a Virtual Public Engagement Event—Similar to the in-person but all graphics are digital only.
- + Prepare recommendations for new park components
- + Prepare cost estimate for new park components
- + Prepare recommendations for new parks or divestiture of

existing parks

Enhanced Park Recommendations:

If the Township finds it valuable, the design team can provide Enhanced Park Recommendation including the following features:

- + Perspective renderings of new park components
- + In-Person Public Engagement Event



Deliverable #5: Vacant Property Recommendations

The Vacant Property Recommendation phase will also run concurrently with the previous two phases. This document may be combined with deliverable #3, as many of the vacant lots may be best suited to be repurposed as open space. This analysis will include:

- + Recommendations based on community driven expectations and needs for the use of many of the vacant properties throughout the Township
- + Square foot or acre based Cost estimates
- + Recommendations that comply with existing FEMA regulations and/or other requirements

To accomplish this, our team will:

- + Facilitate meetings with Township staff as described in Deliverable #3.
- + Prepare draft recommendations for vacant properties
- + Prepare visuals/illustrations for two (2) vacant properties
- + Prepare square foot or acre based cost estimating for development lot recommendations

Enhanced Vacant Property Recommendations:

If the Township finds it valuable, the design team can provide Enhanced Park Recommendation including the following features:

- + Perspective renderings of potential property redevelopment components
- + Additional diagramming for vacant sites



Deliverable #6: Presentation of Findings

At the conclusion of the project, we will give a formal presentation to the Public and Board of Township Trustees at a Trustee meeting. The Township will also be provided with all source materials and recommendations in a final Facility Master Plan document that will be actionable with specific recommendations for next steps that makes temporal recommendations for these recommendations should occur. This can be tied to several factors, including end-of-life of existing, levies, bond issuances, or other items.

To accomplish this, our team will:

- + Prepare the presentation and exhibits
- + Facilitate the presentation to the Public and Board of Trustees
- + Revise and produce the final document, narratives and appendices



AIA[®] Document B210[™] – 2017

Standard Form of Architect's Services: Facility Support

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 FACILITY SUPPORT SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Architect shall perform the Facility Support Services described herein for the following Facility or Facilities:
(List the name and location or address of each building or other Facility for which the Architect will perform Facility Support Services.)

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

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102[™]–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802[™]–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

The Architect should consult with its professional liability insurance provider to determine whether the services described herein are covered under the Architect's policy.

§ 1.1.2 The Architect shall retain the following consultants:
(List name, discipline, address, and other information.)

§ 1.1.3 The Owner's contractors and consultants that affect the Architect's services:
(List name, discipline, address, and other information.)

§ 1.1.4 Other Initial Information on which the Architect's services are based:
(List below other information that will affect the Architect's performance of its services, such as the Owner's intended use for the Facility or Facilities, the Owner's budget for the Project, the Owner's anticipated milestone dates, current digital facility management system, and Owner confidentiality requirements.)

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 FACILITY SUPPORT SERVICES

§ 2.1 The Architect shall manage the Facility Support Services, research applicable design criteria, attend meetings pertaining to the Facility Support Services, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness, of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Facility Support Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Facility Support Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documentation regarding the Facility Support Services to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Facility Support Services.

§ 2.5 The Architect shall provide the listed Facility Support Services only if specifically designated below as the Architect's responsibility for the Facility or Facilities designated. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Facility Support Service is not being provided for the Project.

(Designate the Architect's Facility Support Services and the Owner's Facility Support Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Facility Support Service and each Facility for which the service is to be provided.)

Services	Responsibility (Architect, Owner or Not Provided)	Facility (Identify the Facility or Facilities for each service)
§ 2.5.1 FACILITY CONDITION ASSESSMENT		
.1 Code Review		
.2 Site Features		
.3 Exterior Components		
.4 Interior Components		

.5	Mechanical, Electrical, and Plumbing Systems		
.6	Conveying Equipment		
.7	Life Safety and Fire Protection Systems		
.8	Data and Communication Systems		
.9	Furnishings, Fixtures, and Equipment Inventory		
.10	Preliminary Cost Estimate		
.11	Facility Condition Index		
§ 2.5.2 FACILITY PERFORMANCE ASSESSMENT			
.1	Utility Operating Cost		
.2	Building Automation Systems		
.3	Workspace Ergonomics		
.4	Sustainability		
.5	Building Certification Assistance		
.6	Health and Wellness		
§ 2.5.3 OPERATIONS ASSESSMENT			
.1	Labor Cost		
.2	Work Order Process		
.3	Vendor Contracts		
.4	Organization and Policies		
§ 2.5.4 SPACE MANAGEMENT			
.1	Area Calculations		
.2	Space Allocation Inventory		
.3	Occupancy Planning		
.4	Migration Planning		
.5	Move, Add, Change Management		
.6	Workplace Strategies		
§ 2.5.5 MAINTENANCE MANAGEMENT			
.1	Maintenance Plan		
.2	Maintenance Management Services		
.3	Ongoing Commissioning Plan		
.4	Ongoing Commissioning Services		
§ 2.5.6 DIGITAL FACILITY MANAGEMENT SYSTEM			
.1	Evaluation		
.2	Selection		
.3	Implementation and Training		
.4	Operation		
.5	Consulting		
§ 2.5.7 OTHER FACILITY SUPPORT SERVICES			

§ 2.6 Description of Services

A brief description of each Facility Support Service is provided below.

§ 2.6.1 FACILITY CONDITION ASSESSMENT

§ 2.6.1.1 Code Review. The Architect shall review the requirements of laws, codes, and regulations that pertain to the facility condition assessment services selected in Section 2.5.1. The Architect shall provide the Owner with a written assessment and recommendations regarding the Facility's compliance with such laws, codes, and regulations.

§ 2.6.1.2 Site Features. The Architect shall provide the Owner with a written assessment, based on visual observation, of the site conditions of the Facility, including hardscaping, paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.3 Exterior Components. The Architect shall provide the Owner with a written assessment, based on visual observation, of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation. If applicable, the Architect shall identify the next safety inspection date for exterior components.

§ 2.6.1.4 Interior Components. The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.5 Mechanical, Electrical, and Plumbing Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical, electrical, and plumbing systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.6 Conveying Equipment. The Architect shall provide the Owner with a written assessment, based on visual observation, of the conveying equipment of the Facility, including elevators, escalators, and moving walks. The assessment shall identify existing conveying equipment; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.7 Life Safety and Fire Protection Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and medical devices. The assessment shall identify existing life safety and fire protection systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.8 Data and Communication Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the data and communication systems of the Facility, including equipment, equipment rooms and closets, and distribution systems. The assessment shall identify existing data and communications systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.9 Furnishings, Fixtures, and Equipment Inventory. The Architect shall provide the Owner with an inventory of furnishings, fixtures, and equipment in the Facility and provide a new, or record an existing, unique identifying tag for each. The inventory shall identify each furnishing, fixture, or piece of equipment by its identifying tag and location; describe its current condition; estimate its remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigations.

§ 2.6.1.10 Preliminary Cost Estimate. Based on the Facility Condition Assessment services provided, the Architect shall prepare a preliminary cost estimate to implement the Architect's recommended repairs and replacements. The Architect's preliminary cost estimate shall be based on current area, volume, or similar conceptual estimating techniques and shall include Contractors' general conditions costs, overhead, and profit, but not the compensation of the Architect, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner. The preliminary cost estimate represents the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any estimate prepared or agreed to by the Architect.

§ 2.6.1.11 Facility Condition Index. The Architect shall provide the Owner with a benchmark of the current condition of the Facility using the Facility Condition Index (FCI) method or other standard as approved by the Owner.

§ 2.6.2 FACILITY PERFORMANCE ASSESSMENT

§ 2.6.2.1 Utility Operating Cost. The Architect shall provide the Owner with a written assessment of the utility operating costs of the Facility. The assessment shall include an evaluation of relevant utility bills, weather data, building automations systems, utility rates, hours of occupancy, and applicable codes as they pertain to utility operating costs. The assessment shall also include a comparison of the Facility's utility operating costs to industry benchmarks and preliminary recommendations for improvement.

§ 2.6.2.2 Building Automation Systems. The Architect shall provide the Owner with a written assessment of the building automation systems of the Facility. The assessment shall include an evaluation of record documents, computer software, equipment and system trending, alarms, and energy management, as they pertain to the building automation systems. The assessment shall also include preliminary recommendations for improving performance of the building automation systems.

§ 2.6.2.3 Workspace Ergonomics. The Architect shall provide the Owner with a written assessment of workspace ergonomics within the Facility. The assessment shall include an evaluation of work environments, chairs, keyboards, and monitors. The assessment shall also include preliminary recommendations for improving workspace ergonomics within the Facility.

§ 2.6.2.4 Sustainability. The Architect shall provide the Owner with a written assessment of the sustainable performance of the Facility, including an evaluation of site conditions, energy and resource consumption, sustainable design features, building materials and finishes, and indoor environmental quality. The assessment shall include preliminary recommendations for improving the sustainable performance of the Facility.

§ 2.6.2.5 Building Certification Assistance. The Architect shall assist in the application for, and submission of the pertinent data for, the following building certifications.

§ 2.6.2.6 Health and Wellness. The Architect shall provide the Owner with a written assessment of the health and wellness aspects of the Facility in accordance with the WELL Building Standard[®] published by the International WELL Building Institute[™] and current as of the date of the Agreement, or other standard rating system as agreed to in writing by the Owner and Architect. The assessment shall include preliminary recommendations for improving the health and wellness aspects of the Facility

§ 2.6.3 OPERATIONS ASSESSMENT

§ 2.6.3.1 Labor Costs. The Architect shall provide the Owner with a written assessment of labor costs of operating the Facility, including an evaluation of the organization structure, service contracts, job descriptions, salary structure, benefits, shift coverage, and applicable codes. The assessment shall include a comparison of the Facility's labor costs to industry benchmarks and recommendations for improvement.

§ 2.6.3.2 Work Order Process. The Architect shall provide the Owner with a written assessment of the work order processes for the Facility, including an evaluation of preventive maintenance procedures, unscheduled maintenance, and related software systems. The assessment shall include a comparison of the Facility's work order process to industry benchmarks and recommendations for improvement.

§ 2.6.3.3 Vendor Contracts. The Architect shall provide the Owner with a written assessment of the vendor contracts identified below. The assessment shall include an evaluation of vendor scopes of work, accounting records, and performance data. The assessment shall also include a comparison of the Facility's vendor contracts to industry benchmarks and recommendations for improvement.

(Identify vendor contracts included in the Architect's assessment.)

§ 2.6.3.4 Organization and Policies. The Architect shall provide the Owner with a written assessment of the Owner's organizational structure, administrative procedures, and policy and procedure manuals that relate to management of the Facility. The assessment shall include a comparison to similar organizations and recommendations for improvement.

§ 2.6.4 SPACE MANAGEMENT

§ 2.6.4.1 Area Calculations. The Architect shall perform area calculations for the Facility or Facilities identified in Section 2.5.4.1 using the following measurement standard:

(Identify the measurement standard the Architect will use for area calculations.)

§ 2.6.4.2 Space Allocation Inventory. The Architect shall provide an inventory of occupant spatial use within the Facility. The inventory shall include stacking diagrams and plans that identify areas by occupant use.

§ 2.6.4.3 Occupancy Planning. The Architect shall provide the Owner with an occupancy plan for the Facility. In developing the occupancy plan, the Architect shall: (1) consult with the Owner to determine occupancy goals, the Owner's organizational structure, and space and planning parameters; (2) conduct interviews of select members of the Owner's staff to determine forecasted growth, space needs, and departmental adjacencies; and (3) provide the Owner with preliminary occupancy scenarios.

§ 2.6.4.4 Migration Planning. The Architect shall provide the Owner with a migration plan to implement the occupancy plan for the Facility. The migration plan shall include a schedule of migration activities and occupant origination and destination areas. In developing the migration plan, the Architect shall consult with the Owner to determine migration sequencing, construction schedules, resource availability, department activity, and the need for transition space.

§ 2.6.4.5 Move, Add, Change Management. The Architect shall manage move, add, and change requests, regarding occupancy, equipment, and spatial use within the Facility. The Architect shall develop protocols to generate and respond to requests, and prepare preliminary cost estimates and schedules for projects that arise out of requests. The Architect may use the Owner's digital facility management system to manage the move, add, and change process.

§ 2.6.4.6 Workplace Strategies. The Architect shall consult with the Owner to develop strategies to improve workplace productivity and efficiency in the Facility, such as strategies to manage change in the workplace; reduce occupancy costs and space requirements; foster occupant innovation and collaboration; or increase occupant engagement, satisfaction, and retention.

§ 2.6.5 MAINTENANCE MANAGEMENT

§ 2.6.5.1 Maintenance Plan. The Architect shall provide the Owner with a maintenance plan for the Facility. The maintenance plan shall: (1) identify systems, building components, and materials that require periodic maintenance and include maintenance protocols for each; (2) include a list of participants in the maintenance process, their roles and responsibilities, and protocols for participant communication and the distribution of information; and (3) describe services necessary to manage the maintenance activities for the Facility, including coordination, observation, and record keeping requirements.

§ 2.6.5.2 Maintenance Management Services. The Architect shall perform the maintenance management services identified as the Architect's responsibility in the Facility's maintenance plan until termination of the Agreement or as identified below.

(Identify the termination date of the Architect's maintenance management services if other than the termination of the Agreement.)

§ 2.6.5.3 Ongoing Commissioning Plan. The Architect shall provide the Owner with an Ongoing Commissioning Plan for the Facility. The Ongoing Commissioning Plan shall identify systems to be commissioned on a periodic basis and include requirements for repeated functional testing and ongoing monitoring.

§ 2.6.5.4 Ongoing Commissioning Services. The Architect shall perform the Ongoing Commissioning Services identified as the Architect's responsibility in the Facility's Ongoing Commissioning Plan until termination of the Agreement or as identified below.

(Identify the termination date of the Architect's Ongoing Commissioning Services if other than the termination of the Agreement.)

§ 2.6.6 DIGITAL FACILITY MANAGEMENT SYSTEM

§ 2.6.6.1 **Evaluation.** The Architect shall evaluate the necessity and feasibility of implementing a software or web-based digital facility management system, such as a computerized maintenance management system or integrated workplace management system, to manage the Facility's capital improvements, space planning and usage, maintenance and operation, and resource consumption. If the Architect recommends implementation of a digital facility management system, the Architect shall also evaluate the system's capabilities and functionality. In performing these evaluations, the Architect shall consult with the Owner to determine the Owner's management goals, facility and space needs, maintenance needs, technological capabilities, and budget. The Architect shall present its findings and recommendations to the Owner.

§ 2.6.6.2 **Selection.** The Architect shall assist the Owner to select a digital facility management system, which may include preparing and distributing a request for proposal to potential service providers, coordinating software demonstrations, and developing a comparative matrix to grade potential service providers. If the Owner has an existing digital facility management system, the Architect shall assess its performance and provide the Owner with recommendations.

§ 2.6.6.3 **Implementation and Training.** The Architect shall implement a digital facility management system selected by the Owner. The Architect's implementation services shall include software configuration, data integration, user administration setup, and report writing. The Architect shall also train the Owner and the Owner's staff on the proper use and maintenance of the digital facility management system, and provide the Owner with protocols for each.

§ 2.6.6.4 **Operation.** The Architect shall operate and maintain a digital facility management system, selected by the Owner, to manage the following aspects of the Facility.
(Identify aspects of the Facility that the Architect will manage with the Digital Facility Management System, such as space use monitoring, vacancy tracking, and maintenance and operation support.)

§ 2.6.6.5 **Consultation.** The Architect shall consult with the Owner and the Owner's other consultants regarding aspects of the Owner's digital facility management system, which may include software updates, data integration, report generation, and digital dashboards.

§ 2.6.7 **Other Facility Support Services Identified in Section 2.5.7:**
(Describe the Facility Support Services, if any, identified in Section 2.5.7.)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide to the Architect data necessary for the Facility Support Services, which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; operation budgets; salary structure; organizational changes; job descriptions and qualifications; work order system data; building automation systems; administration support and policy and procedure manuals; pertinent records relative to historical building data, building equipment, building materials, and furnishings; and repair records.

§ 4.2 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Facility Support Services as follows:
(Insert amount of, or basis for, compensation.)

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

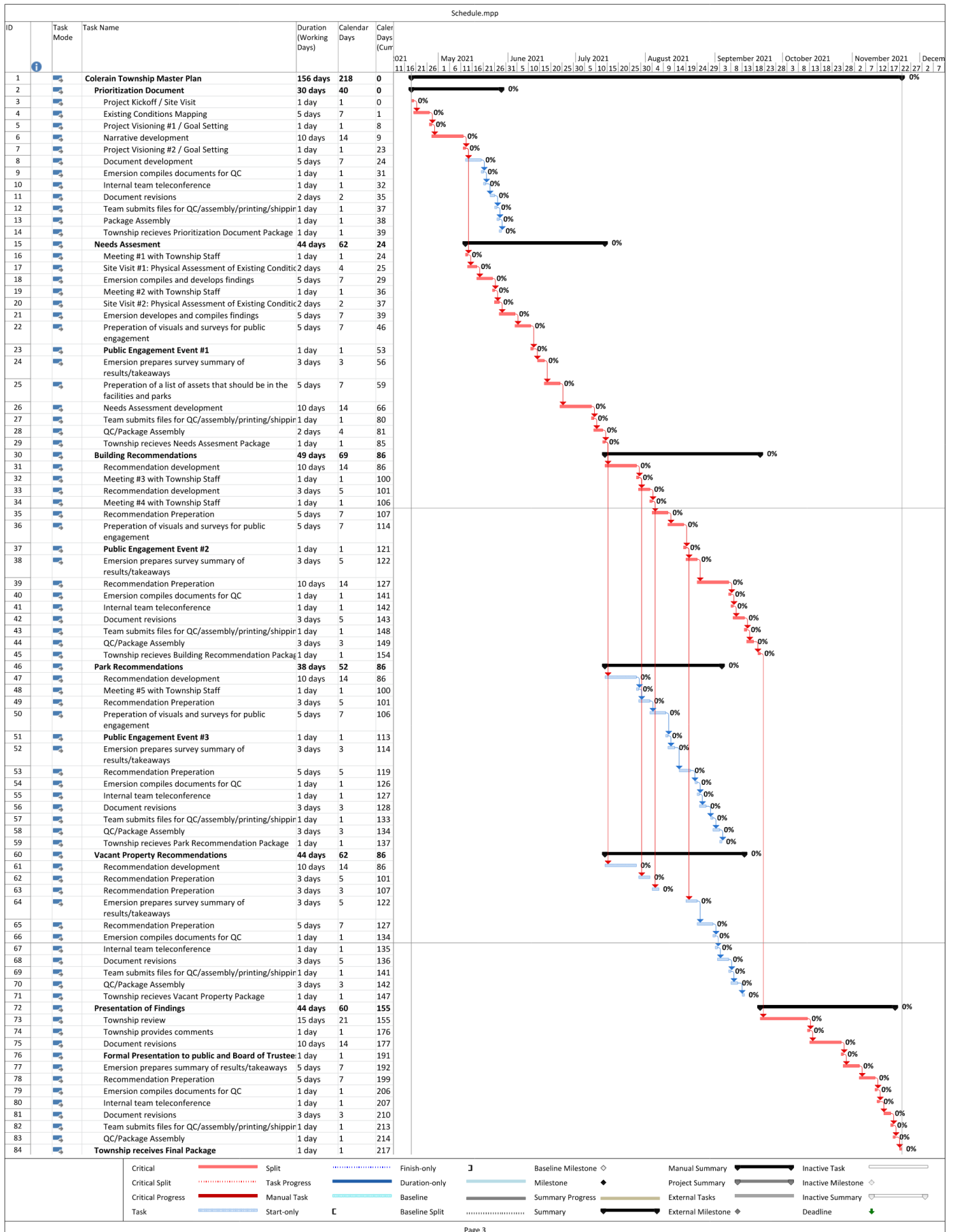
§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus _____ percent (____%), or as otherwise stated below:

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Facility Support are as follows:

Sample

SCHEDULE



<<<<

CONTACT INFORMATION

Tim Wiley, RA, NCARB, LEED AP
 310 Culvert Street
 Suite 100
 Cincinnati, OH 45202
 (513) 254-9821
 tim.wiley@emersiondesign.com

"emersion DESIGN's team possesses the expertise, experience, insight, vision and problem-solving skills needed to help companies make important space decisions by assembling thorough quantitative data that provides critical information regarding current and projected space needs."

Michelle Laumer
 CCIM Principal
 Carey Laumer Commercial
 Realty

"From start to finish, emersion (DESIGN) exceeded the expectations of the project team, Government contract administrators, as well as the end user of the facility. The design expertise they provided was a significant asset in completing this project on time and on budget."

Paul Richter Senior Project
 Manager Messer Construction
 Company

"Emersion's projects are always a relief because they support the owner and assist when needed to keep the project on schedule... They stand behind their work and are extremely customer friendly."

Lieutenant Michael Wright
 Project Manager Engineer
 (Ret.)

project fees

The compensation for the basic services as described herein is based upon a stipulated sum billed monthly as outlined below. Refer to project schedule for anticipated scope and durations.

Proposed compensation is subject to a detailed scope confirmation meeting between the Client and emersion DESIGN prior to formal contract preparation and execution.

Deliverable 1: Prioritization Document

Visioning Phase \$12,240

Deliverable 2: Needs Assessment

Facility/Park Assessment Phase \$42,725

Deliverable 3: Building Recommendations

Facility Recommendation Phase \$34,485

Deliverable 4: Park Recommendations

Park Recommendation Phase \$12,485

Deliverable 5: Vacant Property Recommendations

Vacant Property Recommendation Phase \$ 6,425

Deliverable 6: Presentation of Findings

Presentation Phase \$ 9,725

INITIAL FEE FOR PROFESSIONAL BASIC SERVICES: \$118,085

Enhanced Park Recommendations:

(Add to Basic Services) \$ 5,125

Enhanced Vacant Property Recommendations:

(Add to Basic Services) \$ 5,125

Economic Development Services:

(Add to Basic Services) \$TBD

EV Charging Station Development Services :

(Add to Basic Services) \$TBD

Not included in the above listed services are out-of-pocket reimbursable expenses such as those listed below which will be billed at cost plus 15% (1.15):

- CAD plotting, printing and photo copy reproduction costs
- Permit and Zoning Appeal Fees
- Postage and courier delivery services
- Mileage costs at the prevailing Internal Revenue Service rate
- Third party consulting fees not included in Basic Services
- Liability insurance premiums/costs, in excess of that normally carried by the Architect, specific to the Project as requested by Client

fee schedule

Unless denoted as Lump Sum, the Professional Service Fees applicable to the Scope of Services as defined herein shall be understood to be an estimate. Where Fees are proposed on an hourly basis, **EMERSION'S** rates shall be those prevailing at the time services are rendered per the Schedule below.

Professional Fee Service Schedule: 2021

administrative assistant	\$85/hour	sr. structural engineer	\$185/ hour
cadd technician	\$90 hour	field observation spc.	\$155/hour
interior designer	\$100/ hour	civil engineer	\$185/hour
senior interior designer	\$120/ hour	mep engineer	\$160/hour
landscape architect	\$125/hour	project manager	\$195/hour
architect / designer	\$130/hour	principal	\$200/hour
project architect	\$155/hour	managing principal	\$230/hour
structural engineer	\$155/ hour		

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Motion Authorizing the Township Administrator to Execute an Agreement with Cincinnati Bell for Public Wifi in Township Parks

Recommend ADOPTION of the Motion.

Rationale:

Colerain was awarded \$300,000 in Community Development Block Grant (CDBG) dollars for the 2018-2020 allocation period. These dollars were originally set to be used in the following manner:

- \$150,000: Sidewalk Maintenance Improvements
- \$50,000: Senior Center Improvements
- \$25,000: Northbrook Strategic Investment Plan
- \$75,000: Acquisition and Demolition of Blighted Properties

These projects came in under budget during the 2018-2020 timeframe by approximately \$81,000. These remaining CDBG dollars can be repurposed for projects in low-moderate income areas of the Township. The COVID-19 pandemic has highlighted the digital divide in various portions of Colerain, as many residents do not have access to reliable internet. COVID-19 also resulted in a heightened use of Township parks. These two factors seem to indicate that the construction of public Wifi in several of our parks is a suitable alternative for our existing CDBG dollars. Wifi in our parks would also provide a new amenity that could strengthen the overall marketability of the parks for future shelter rentals and events. Below are the parks that would be eligible for Wifi and would receive Wifi as part of this contract:

- Clippard Park
- Groesbeck Park
- Skyline Park
- Wert Park



A Service Agreement for Colerain Township

Q-00011013

DOCUMENT CREATED DATE: 05/07/2021

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Section 1: Signatures

Colerain Township ("Customer") and Cincinnati Bell ("CBT"), for itself and its Affiliates agree to engage for the Services described in this Service Agreement: Q-00010913-00011013 ("Service Agreement").

This Service Agreement is effective as of the date of last execution below (the "Effective Date") and entered into by and between CBT, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and Colerain Township with a place of business at 4200 Springdale Rd, Cincinnati, OH 45251-1419.

This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

Cincinnati Bell

By: _____

Print Name: _____

Title: _____

Date: _____

Colerain Township

By: _____

Print
Name: _____

Title: _____

Date: _____

Colerain Township Point of Contact:

Name: _____

Office: _____

Mobile: _____

E-Mail: _____

Section 2: Pricing

2.1 Location: 8507 Neptune Dr, Cincinnati, OH, United States, 45231

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Fioptics Standard - New	Fioptics HSI - 500 Mbps/125 Mbps	1	60.00	60.00	-	-
2	Fioptics Standard - New	Standard	1	0.00	0.00	-	-
3	Fioptics Standard - New	Dynamic IP	1	0.00	0.00	-	-
4	Fioptics Standard - New	Cincinnati Bell Provided Gateway	1	0.00	0.00	-	-
5	Fioptics WiFi - New	Monitored Access Point	1	10.00	10.00	-	-
6	Fioptics WiFi - New	Intelligent WiFi Software/Access Point	1	25.00	25.00	-	-
2	Fioptics WiFi - New	Fiber Build - Termination #1	1	-	-	1,024.00	1,024.00
7	Fioptics WiFi - New	Inside Wiring - AP#1 Location Only (Includes AP Mounting Only)	1	-	-	750.00	750.00
8	Fioptics WiFi - New	NEMA Enclosure - AP#1 Location Only (Includes extension of electric to enclosure)	1	-	-	1,500.00	1,500.00
9	Fioptics WiFi - New	Aruba IAP-375 Access Point	1	-	-	1,122.00	1,122.00
10	Fioptics WiFi - New	AP-220-MNT-W3 Mounts	1	-	-	0.00	0.00
11	Fioptics WiFi - New	WiFi Power over Ethernet 30W	1	-	-	0.00	0.00
				Subtotal	95.00	Subtotal	4,396.00

2.2 Location: 3460 W Galbraith Rd, Cincinnati, OH, United States, 45239

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
12	Fioptics Standard - New	Fioptics HSI - 500 Mbps/125 Mbps	1	60.00	60.00	-	-
13	Fioptics Standard - New	Cincinnati Bell Provided Gateway	1	0.00	0.00	-	-
14	Fioptics Standard - New	Dynamic IP	1	0.00	0.00	-	-
15	Fioptics Standard - New	Standard	1	0.00	0.00	-	-
16	Fioptics WiFi - New	Monitored Access Point	1	10.00	10.00	-	-
17	Fioptics WiFi - New	Intelligent WiFi Software/Access Point	1	25.00	25.00	-	-
18	Fioptics WiFi - New	Inside Wiring - AP#1 Location Only (Includes AP Mounting Only)	1	-	-	1,100.00	1,100.00
19	Fioptics WiFi - New	NEMA Enclosure - AP#1 Location Only (Includes extension of electric to enclosure)	1	-	-	1,500.00	1,500.00
20	Fioptics WiFi - New	Aruba IAP-375 Access Point	1	-	-	1,122.00	1,122.00
21	Fioptics WiFi - New	AP-220-MNT-W3 Mounts	1	-	-	0.00	0.00
22	Fioptics WiFi - New	WiFi Power over Ethernet 30W	1	-	-	0.00	0.00
				Subtotal	95.00	Subtotal	3,722.00

2.3 Location: 8296 Clara Ave, Cincinnati, OH, United States, 45239

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
23	Fioptics Standard - New	Cincinnati Bell Provided Gateway	1	0.00	0.00	-	-
24	Fioptics Standard - New	Dynamic IP	1	0.00	0.00	-	-
25	Fioptics Standard - New	Standard	1	0.00	0.00	-	-
26	Fioptics Standard - New	Fioptics HSI - 500 Mbps/125 Mbps	1	60.00	60.00	-	-
27	Fioptics WiFi - New	Intelligent WiFi Software/Access Point	1	25.00	25.00	-	-
28	Fioptics WiFi - New	Monitored Access Point	1	10.00	10.00	-	-
29	Fioptics WiFi - New	Fiber Build – Termination #1	1	-	-	1,325.00	1,325.00
30	Fioptics WiFi - New	Aruba IAP-375 Access Point	1	-	-	1,122.00	1,122.00
31	Fioptics WiFi - New	NEMA Enclosure – AP #1 Location Only	1	-	-	1,500.00	1,500.00
32	Fioptics WiFi - New	Inside Wiring	1	-	-	750.00	750.00
33	Fioptics WiFi - New	AP-220-MNT-W3 Mounts	1	-	-	0.00	0.00
34	Fioptics WiFi - New	WiFi Power over Ethernet 30W	1	-	-	0.00	0.00
				Subtotal	95.00	Subtotal	4,697.00

2.4 Location: 3500 Bevis Ln, CINCINNATI, OH, United States, 45251

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
35	Fioptics WiFi - New	Fiber Build - Termination #1	1	-	-	31,727.00	31,727.00
36	Fioptics WiFi - New	Install SAS-D 1G - Extended Range Unit	1	-	-	2,500.00	2,500.00
37	Fioptics WiFi - New	Inside Wiring - AP#1, AP#2 & AP#3 Location Only (Includes AP Mounting and Antenna Mounting)	4	-	-	1,100.00	4,400.00
38	Fioptics WiFi - New	NEMA Enclosure - AP#2 & AP#3 Location Only (Includes extension of electric to enclosure)	2	-	-	1,500.00	3,000.00
39	Fioptics WiFi - New	NEMA Enclosure - AP#1 Location Only (Includes extension of electric to enclosure)	1	-	-	2,000.00	2,000.00
40	Fioptics WiFi - New	Aruba IAP-375 Access Point	3	-	-	1,122.00	3,366.00
41	Fioptics WiFi - New	AP-220-MNT-W3 Mounts	3	-	-	0.00	0.00
42	Fioptics WiFi - New	WiFi Power over Ethernet 30W	3	-	-	0.00	0.00
43	Fioptics WiFi - New	Aruba 2930F Switch	1	-	-	1,317.00	1,317.00
44	Fioptics WiFi - New	Radwin RW2000 Antenna (2 Required per PTP Link)	4	-	-	484.00	1,936.00
45	Fioptics WiFi - New	Radwin POE Injector (2 Required per PTP Link)	4	-	-	16.00	64.00
46	Fioptics WiFi - New	Radwin Outdoor Lighting Protection (4 Required per PTP Link)	8	-	-	90.00	720.00
47	Fioptics WiFi - New	Radwin - Misc Cabling/Grounding/Mounting Hardware/Junction Box (2 Required per PTP Link)	4	-	-	138.40	553.60
48	Fioptics WiFi - New	Intelligent Wifi Software/Access Point	3	25.00	75.00	-	-
49	Fioptics WiFi - New	Monitoring & Management Switch	1	50.00	50.00	-	-
50	Fioptics WiFi - New	Monitored Access Point	3	10.00	30.00	-	-
51	Metro E w/FUSE DIA - New	Metro Ethernet E&C Fiber - Initial ports	1	0.00	0.00	-	-
52	Metro E w/FUSE DIA - New	1 Gbps - Initial ports	1	200.00	200.00	-	-
53	Metro E w/FUSE DIA - New	Internet	1	0.00	0.00	-	-
54	Metro E w/FUSE DIA - New	500 Mbps	1	250.00	250.00	-	-
55	Metro E w/FUSE DIA - New	/31 (1 IP)	1	0.00	0.00	-	-
56	Fioptics WiFi - New	PTP Integration Services	1	-	-	2,000.00	2,000.00
57	Fioptics WiFi - New	Capital Contingency	1	-	-	1,500.00	1,500.00
				Subtotal	605.00	Subtotal	55,083.60
				MRC Total	USD 890.00	NRC Total	USD 67,898.60

Contract Term; Terms and Conditions

Unless otherwise provided in the Supplemental Terms (as applicable):

The initial term of this Service Agreement will be thirty six (36) months beginning on the date that Company first invoices Customer for the Minimum Commitment Amount (as defined in the Pricing sections) for each individual service, and shall remain in effect unless earlier terminated pursuant to the terms herein, or until all CCRs or Addenda issued pursuant to this Service Agreement have been terminated or expire, whichever is last to occur ("Initial Term"). Following the expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

Company reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

Section 3: Dedicated Fuse Internet Access Terms and Conditions Supplement

The Dedicated Fuse Internet Access Supplemental Terms and Conditions ("Dedicated Fuse Internet Access") is attached to and made a part of the Service Agreement Number Q-00011013 ("Service Agreement") and contains additional terms specific to Dedicated Fuse Internet Access provided by CBTS Technology Solutions LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

3.1 Definitions

- 3.1.1 Dedicated FUSE Internet Access - Defined as the engineering, configuration, installation, maintenance and repair services provided by Cincinnati Bell to Customer necessary to interconnect Customer's network to the Dedicated FUSE Internet Access network for passage to the Internet for data transmission.
- 3.1.2 Internet - Defined as a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).
- 3.1.3 Demarcation Point - Defined as the point of physical separation of Cincinnati Bell's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Dedicated FUSE Internet Access service presented by Cincinnati Bell to Customer.

3.2 Services and Rates.

- 3.2.1 Dedicated FUSE Internet Access service will be provided as specified on the attached Services Agreement.
- 3.2.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Dedicated FUSE Internet Access service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 3.2.3 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the Dedicated FUSE Internet service.
- 3.2.4 Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Dedicated FUSE Internet Access service.

3.3 Provision of Dedicated Fuse Internet Access.

- 3.3.1 Cincinnati Bell will provide Dedicated FUSE Internet Access service as specified on the Services Agreement sheet. Other "optional" features relating to Dedicated FUSE Internet Access service are also available to Customer if requested and agreed upon by both Parties.

- 3.3.2 Subject to Section 5, below, Cincinnati Bell's provision of Dedicated FUSE Internet Access service will include the maintenance and repair required to maintain the Dedicated FUSE Internet Access service in proper working order on Cincinnati Bell's side of the Demarcation Point.
 - 3.3.3 Dedicated FUSE Internet Access service will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Dedicated FUSE Internet Access service. Cincinnati Bell reserves the right to perform these tasks, as needed, during the off-peak hours; normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in Section 5. If maintenance affects Customer, Cincinnati Bell will use reasonable efforts to notify Customer in advance.
 - 3.3.4 If a major outage to Cincinnati Bell's network occurs, including Dedicated FUSE Internet Access service, Cincinnati Bell will use commercially reasonable efforts to restore Dedicated FUSE Internet Access service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
 - 3.3.5 Cincinnati Bell will furnish Customer with a telephone number that Customer will use to report any trouble with Dedicated FUSE Internet Access service (1-800-FUSENET (387-3638), Option 4).
 - 3.3.6 Cincinnati Bell will assign to Customer one (1) usable Internet Protocol (IP) address for Dedicated FUSE Internet Access service. Customer may request additional IP addresses by completing and submitting Cincinnati Bell's IP Justification Form. Cincinnati Bell does not guarantee additional IP Addresses will be provided and reserves the right to deny any request for additional IP addresses.
 - 3.3.7 Unless otherwise agreed in writing, Cincinnati Bell will provide Dedicated FUSE Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.
 - 3.3.8 The electrical signals of Dedicated FUSE Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
- 3.4 Repair – Response Time.**
- 3.4.1 Cincinnati Bell guarantees the availability of Customer's network through the Dedicated FUSE Internet Access service network and to the Internet 99.9% of the time. This availability will be determined by verification that Customer's network is "reachable" 99.9% of the times checked from the furthest point in Cincinnati Bell's Dedicated FUSE Internet Access service network. For each 1% below the 99.9% stated availability, Cincinnati Bell will credit customer \$100.00. This guarantee only applies to Dedicated FUSE Internet Access service. The physical transport is not included.
 - 3.4.2 Cincinnati Bell will use commercially reasonable efforts to repair any inoperable Dedicated FUSE Internet Access service port within four (4) hours (residential-based dedicated Integrated Services Digital Network [ISDN] excluded) after Customer has notified Cincinnati Bell that such port is inoperable or it has come to the attention of Cincinnati Bell that Customer's port is inoperable. If such port remains inoperable for more than eight (8) hours after Customer has notified Cincinnati Bell that such port is inoperable, Cincinnati Bell will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.
 - 3.4.3 The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be Cincinnati Bell's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port. The above-mentioned Repair and Response policies do not apply to any Cincinnati Bell facility outages (ISDN, T1, Frame Relay Network, LAN Advantage, and Integrated Advantage).
- 3.5 Customer's Obligations.**
- 3.5.1 Customer acknowledges billing for Dedicated FUSE Internet Access service will commence when Cincinnati Bell's transport facility is provisioned.
 - 3.5.2 Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as Cincinnati Bell may reasonably require in connection with performing its obligations hereunder. Customer will permit Cincinnati Bell reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing service hereunder.

- 3.5.3 Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with Cincinnati Bell's Dedicated FUSE Internet Access service and conform to the Technical Reference Specifications furnished by Cincinnati Bell to Customer in connection with this Agreement.
- 3.5.4 Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 4 above. Customer shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.
- 3.5.5 Without the prior written consent of Cincinnati Bell, Customer will not access, or attempt to access, any equipment or facilities furnished by Cincinnati Bell in connection with this Agreement. Customer agrees to use Internet access only for lawful purposes. Any content that Cincinnati Bell in its sole discretion considers being obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable shall entitle Cincinnati Bell to immediately terminate service without notice. Similarly, conduct by Customer that in Cincinnati Bell's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying FUSE or another service will not be permitted and shall entitle Cincinnati Bell to immediately terminate service without notice. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in FUSENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of FUSE or any other network.
- 3.5.6 Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Dedicated FUSE Internet Access service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of Dedicated FUSE Internet Access reasonably requested by Cincinnati Bell.

3.6 Procedures Regarding Third Party Complaints.

- 3.6.1 If Cincinnati Bell receives a complaint that any content provided by Customer through the use of Dedicated FUSE Internet Access service, or provided by any party using Customer's account as permitted by this contract, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; Cincinnati Bell reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling Customer's access to the Dedicated FUSE Internet Access service, and/or (iii) terminating Customer's Subscription, with or without prior notice to Customer.

3.7 Title to Equipment and Facilities.

- 3.7.1 All equipment and facilities used by Cincinnati Bell in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.
- 3.7.2 Upon disconnection of Dedicated FUSE Internet Access service, Customer agrees to allow Cincinnati Bell reasonable access to its facility in order to recover Cincinnati Bell-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow Cincinnati Bell reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of Cincinnati Bell's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.

3.8 Terminations Charges.

- 3.8.1 If Customer terminates Dedicated FUSE Internet Access service for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term. All terminations in Dedicated FUSE Internet Access service will result in

IP addresses assigned to customers by Dedicated FUSE Internet Access service reverting back to Dedicated FUSE Internet Access.

- 3.8.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Dedicated FUSE Internet Access service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 3.8.3 If nonrecurring charges associated with the installation of Dedicated FUSE Internet Access service are waived and the Dedicated FUSE Internet Access service is then terminated prior to the expiration of the Initial Term, the Customer will become liable for payment of the waived charges

Section 4: Ethernet Terms and Conditions Supplement

The Ethernet Supplemental Terms and Conditions ("Ethernet") is attached to and made a part of the Service Agreement Number Q-00011013 ("Service Agreement") and contains additional terms specific to Ethernet provided by Cincinnati Bell Telephone Company LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

4.1 Definitions.

- 4.1.1 **Ethernet.** The engineering, installation, maintenance and repair services provided by Cincinnati Bell to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.
- 4.1.2 **Customer's location.** A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.
- 4.1.3 **Demarcation Point.** The point of physical separation of Cincinnati Bell's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by Cincinnati Bell to Customer.
- 4.1.4 **Local Area Network (LAN).** A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
- 4.1.5 **Metropolitan Area Network (MAN).** A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.
- 4.1.6 **Permanent Virtual Circuits (PVC).** A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.
- 4.1.7 **Quality of Service (QoS).** Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.
- 4.1.8 **Unprotected Ethernet.** The standard Ethernet service.
- 4.1.9 **Virtual LAN (VLAN).** A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.
- 4.1.10 **VLAN Tagging (802.1q).** A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

4.2 Services and Rates.

- 4.2.1 Ethernet service will be provided as specified on the attached Pricing Agreement.
- 4.2.2 Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
- 4.2.3 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati

Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

- 4.2.4 Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided Cincinnati Bell has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.
- 4.2.5 Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

4.3 Provisioning.

- 4.3.1 Cincinnati Bell will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.
- 4.3.2 Cincinnati Bell will provision Ethernet service in proper working order on Cincinnati Bell's side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for Cincinnati Bell's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 – prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only
- 4.3.3 Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. Cincinnati Bell reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Cincinnati Bell will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.
- 4.3.4 If a major outage to Cincinnati Bell's network occurs, including Ethernet, Cincinnati Bell will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
- 4.3.5 Cincinnati Bell will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.
- 4.3.6 Unless otherwise agreed in writing, Cincinnati Bell will provide Ethernet service for data transmission only.
- 4.3.7 The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
- 4.3.8 Ethernet supports the following interfaces:(i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit).The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.
- 4.3.9 An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.
- 4.3.10 Additional port discounts do not apply to different Customers at the same location.
- 4.3.11 The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.
- 4.3.12 If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be

coterminous with the contract period selected for the additional ports.

4.4 Construction Costs.

- 4.4.1 Cincinnati Bell is offering Ethernet Services at the stated pricing subject to availability, and to the condition that Cincinnati Bell's costs to deliver the Services to Customer be reasonable. If Cincinnati Bell in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then Cincinnati Bell and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) Cincinnati Bell will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) Cincinnati Bell and Customer will have five (5) business days to renegotiate to mutual agreement.

4.5 Repair – Response Time.

- 4.5.1 Cincinnati Bell will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with Cincinnati Bell that such port is inoperable. If such port remains inoperable for more than eight (8) hours after a trouble ticket has been opened, Cincinnati Bell will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be Cincinnati Bell's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.
- 4.5.2 Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that Cincinnati Bell is aware of the problem, and a ticket is opened either reactively or proactively and Cincinnati Bell is beginning to take action to resolve the issue.

4.6 Maintenance.

- 4.6.1 When a Customer reports a trouble to Cincinnati Bell and the problem is not found in the Cincinnati Bell's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.
- 4.6.2 If Cincinnati Bell personnel initially fail to find trouble in Cincinnati Bell facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.
- 4.6.3 Cincinnati Bell can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.
- 4.6.4 Cincinnati Bell can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

4.7 Cancellation, Delay or Modification of Service Orders.

- 4.7.1 Cancellation of Service Order. If Customer cancels a Service Order before Cincinnati Bell has completed installation of the Ethernet service, Customer must reimburse Cincinnati Bell for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 11 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.
- 4.7.2 Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to Cincinnati Bell within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then Cincinnati Bell will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, Cincinnati Bell will charge \$300.00 for the FOC due date change.
- 4.7.3 Failure to Notify of Installation Delay. If the Customer fails to notify Cincinnati Bell of an installation delay pursuant to Section 7.2 above, Cincinnati Bell will bill for the Monthly Recurring Charge for such Ethernet service

from the original FOC due date to the actual date of installation. Customer will be required to notify Cincinnati Bell in writing to reschedule an installation date.

- 4.7.4 Modification of Service Orders. If Customer requests modifications to pending Service Orders, Customer must reimburse Cincinnati Bell for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against Cincinnati Bell as a result of such modification.

4.8 Testing.

- 4.8.1 Cincinnati Bell will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies Cincinnati Bell by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies Cincinnati Bell and reasonably identifies the problem, Cincinnati Bell will work with Customer to remedy the problem. If Cincinnati Bell reasonably determines that the problem is due to Cincinnati Bell's Network or Cincinnati Bell Equipment or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If Cincinnati Bell reasonably determines that the problem is not being caused by Cincinnati Bell's Network, Cincinnati Bell Equipment, or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, the Service Date will remain unchanged. Cincinnati Bell is not responsible for testing failures resulting from problems with Customer's equipment.

4.9 Billing and Payment.

- 4.9.1 Unless Customer notifies Cincinnati Bell otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

4.10 Title to Equipment and Facilities.

- 4.10.1 All equipment and facilities used by Cincinnati Bell in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.
- 4.10.2 Upon disconnection of Ethernet service, Customer agrees to allow Cincinnati Bell reasonable access to its facility in order to recover Cincinnati Bell-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow Cincinnati Bell reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of Cincinnati Bell's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.
- 4.10.3 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing Cincinnati Bell to enter the premises to install and maintain Cincinnati Bell facilities relating to the provision of Ethernet service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of Cincinnati Bell. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer's request, Cincinnati Bell will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to accessagreement@cinbell.com.

4.11 Termination Charges.

- 4.11.1 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 4.11.2 If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then

terminated prior to the expiration of the Term, the Customer will become liable for payment of the waived charges.

Section 5: Fioptics High Speed Internet Terms and Conditions Supplement

The Fioptics High Speed Internet Supplemental Terms and Conditions ("Fioptics High Speed Internet") is attached to and made a part of the Service Agreement Number Q-00011013 ("Service Agreement") and contains additional terms specific to Fioptics High Speed Internet provided by Cincinnati Bell Telephone Company LLC and Cincinnati Bell Extended Territories LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

5.1 Definitions.

- 5.1.1 Fioptics High Speed Internet Service - the Cincinnati Bell brand name for High Speed Internet Service using fiber. It includes FUSE as the ISP and one Dynamic IP address. Fioptics High Speed Internet Service is available in various speeds. (1) Static IP address or (5) Static IP addresses can be purchased for an additional monthly fee.

5.2 Services and Rates.

- 5.2.1 Fioptics High Speed Internet service will be provided as specified on the attached Services Agreement.
- 5.2.2 If Customer cancels, in whole or in part, any requested installation, addition, rearrangement, relocation or other modification to Internet service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 5.2.3 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 5.2.4 Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Internet service.

5.3 Computer / Equipment Requirements.

- 5.3.1 In order to receive Fioptics High Speed Internet Service, Customer must have minimum computer requirements. Current information can be found on the cincinnatiBell.com website or through a Cincinnati Bell sales representative.
- 5.3.2 The following equipment must be used in order to receive Fioptics High Speed Internet service: (1) Fioptics Modem (provided by Cincinnati Bell); and if needed: (2) telephone line microfilters (provided by Cincinnati Bell). Customer agrees that all of the Equipment listed belongs to Cincinnati Bell. Cincinnati Bell grants the Customer a non-exclusive, non-transferable limited license to use the Equipment to access Cincinnati Bell's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is the Customer's responsibility.

5.4 Access to Fioptics Equipment, Software and/or Facilities.

- 5.4.1 Customer agrees that they will not access, or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by Customer to subvert any network security measures of Cincinnati Bell or any other network shall entitle Cincinnati Bell to immediately terminate services without notice.
- 5.4.2 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing Cincinnati Bell to enter the premises to install and maintain Cincinnati Bell facilities relating to the provision of Fioptics High-Speed Internet Service. At all times, including but not limited to periods before and after

installation, such facilities shall be owned by, exclusively, and shall remain the property of Cincinnati Bell. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer's request, Cincinnati Bell will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to accessagreement@cinbell.com.

5.5 Networking.

- 5.5.1 Due to the ever-growing complexity of networked computers, the Cincinnati Bell Helpdesk cannot advise or assist with general networking setup. Customer inquiries will be directed to 3rd party computer technicians and network equipment manufacturers. During troubleshooting sessions where networked computers are present, the Cincinnati Bell Helpdesk technician will ask the Customer to disconnect their networked equipment from the Cincinnati Bell equipment, and directly connect the Cincinnati Bell hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the Cincinnati Bell equipment at the customer's premise(s). Failure to comply with the Cincinnati Bell technician's request in this matter will release Cincinnati Bell's responsibility for further diagnosis.

5.6 Service Speed.

- 5.6.1 Fioptics Services come in a variety of speeds. The availability of some service speeds may depend on the location of facilities in your neighborhood and on your street. Not all service speeds are available in all areas.
- 5.6.2 Cincinnati Bell does not guarantee that the Service, Equipment, or other equipment authorized by Cincinnati Bell for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by Cincinnati Bell refers to the Internet access speed provisioned to a subscriber on a per-line and not a per-device basis.
- 5.6.3 The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to: the capabilities or limitations of the customer's computer, network, or other device; the number of computers or other devices in use in the customer's home network; concurrent use of Internet access and a TV video on demand service, which consumes Internet access bandwidth; the means of connecting to the Cincinnati Bell network (e.g., the condition of the home's inside wiring or the type and condition of WiFi router); the distance of the home from the Cincinnati Bell broadband network aggregation point or the type of Cincinnati Bell network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

5.7 Warranties.

- 5.7.1 The manufacturers warrant the Fioptics modem and Telephone Line Microfilters for one (1) year from initiation of service ("Manufacturer's Warranty"). Except for the Manufacturer's Warranty, the Equipment is provided on an "as is" basis without warranties of any kind, either express or implied, including the implied warranty that the Equipment is reasonably fit for the purpose for which it is to be used and the implied warranties of merchantability and fitness for a particular purpose, unless such warranties are legally incapable of exclusion.

5.8 Acceptable Use.

- 5.8.1 If Cincinnati Bell becomes aware, through subscriber complaints or otherwise, of any content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, Cincinnati Bell shall have the right, but not the responsibility, to immediately remove such content and/or to terminate Customer service without notice. This policy applies to any content made available by the Customer, the Customer's own customers, or generally made available through the Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "content") that is transmitted through the Customer Account and/or made available on or through the Customer's website or any of Customer's own customer's websites.

5.9 Compliance with Digital Millennium Copyright Act.

- 5.9.1 Customer agrees to fully comply with all provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") and to fully cooperate with Cincinnati Bell in its efforts to comply with the DMCA. Cincinnati Bell may investigate

any reported violation of its policies or complaints of infringement relating to Customer's use of the service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of Customer's Account and access to the Service. In the event that Customer believes that any third party has infringed on any copyrighted material of theirs, Customer shall provide Cincinnati Bell with notice in compliance with the provisions of the DMCA. Furthermore, Customer agrees that Cincinnati Bell shall have no liability until such time as such notice has been actually received. If Cincinnati Bell receives a valid notice that Customer's use constitutes alleged infringement, Cincinnati Bell will take action consistent with the requirements of the DCMA, including but not limited to terminating Customer's Account and access to the Service.

See http://www.cincinnati-bell.com/customer_support/policies/dmca/ for more details.

5.10 Termination Charges.

- 5.10.1 All terminations in Fioptics High Speed Internet Service will result in IP addresses assigned to Customer(s) reverting back to Cincinnati Bell.

Section 6: Fioptics Wi-Fi Plus, Fioptics Wi-Fi Premium, and Fioptics Intelligent Wi-Fi Services Terms and Conditions Supplement

The Fioptics Wi-Fi Plus, Fioptics W-Fi Premium, and Fioptics Intelligent Wi-Fi Services Supplemental Terms and Conditions ("Fioptics Wi-Fi Plus, Fioptics W-Fi Premium, and Fioptics Intelligent Wi-Fi Services") is attached to and made a part of the Service Agreement Number Q-00011013 ("Service Agreement") and contains additional terms specific to Fioptics Wi-Fi Plus, Fioptics W-Fi Premium, and Fioptics Intelligent Wi-Fi Services provided by Cincinnati Bell Telephone Company LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

6.1 Definitions.

- 6.1.1 Cincinnati Bell Network – an End User connects to the Cincinnati Bell Network by using the "Fioptics Free Wi-Fi" SSID Wi-Fi network via an access point
- 6.1.2 Customer Network – an End User connects to the Customer Network by using Wi-Fi at Customer's location when not connected to the Cincinnati Bell Network.
- 6.1.3 "Intelligent Wi-Fi or the "Service" – various Service offerings are detailed in Section 4.
- 6.1.4 Portal - an interface available to Customer that is provided by a Cincinnati Bell partner. For Fioptics Wi-Fi Plus and Fioptics Wi-Fi Premium, the Portal will be Aruba Central as detailed herein. For Fioptics Intelligent Wi-Fi, the Portal will be Skyfii as detailed herein.
- 6.1.5 End Users - the individuals who connect to the Cincinnati Bell Network
- 6.1.6 User Information – information available to Customer, via the Engage section of the Portal, about various attributes of its End Users (for example, name, email address, gender, date of birth, mailing address, or registration date).

6.2 Services and Rates.

- 6.2.1 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 6.2.2 Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service.
- 6.2.3 **Promotions.** It is understood that Cincinnati Bell may offer certain promotions to Customer, from time to time, which include discounts in exchange for Customer agreeing to prearranged conditions including, but not limited to, broadcasting specific SSID(s) (Fioptics Free Wi-Fi), participation within Cincinnati Bell's "Connect Cincinnati App", and partner specific deals for Cincinnati Bell customers. If, at any time during the Agreement, Customer does not adhere to these conditions, standard Fioptics WI-FI rates will immediately apply. If, at any time during the Agreement, Customer declines the adjustment to standard Fioptics WI-FI rates, early termination fees will

apply as described in Section 15 below.

6.3 Service Description.

Cincinnati Bell offers Fioptics Wi-Fi in several tiers. Customer's selection is itemized on the Services Agreement and is detailed in the relevant section below.

6.3.1 Service Options

6.3.1.1 *Fioptics WIFI Plus*

Fioptics Wi-Fi Plus is designed to accommodate customers who want more than just average Wi-Fi for guests and employees. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.)
- Access to SMB for viewing Wi-Fi Analytics
- Customer must broadcast SSID: Fioptics Free WIFI
- Customer has access to free placement in the Connect Cincinnati Mobile App

6.3.1.2 *Fioptics Wi-Fi Premium*

Fioptics Wi-Fi Premium provides all of the features/benefits of Fioptics Wi-Fi Plus while adding a key marketing feature: Presence Analytics. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.)
- Presence Analytics: The Monitoring dashboard displays graphs with traffic patterns for the passer by, visitor, engaged and dwelling users
- Access to SMB for viewing Wi-Fi Health Analytics
- Customer must broadcast SSID: Fioptics Free WIFI

6.3.1.3 *Fioptics Intelligent Wi-Fi*

Fioptics Intelligent Wi-Fi Service includes Connect, Engage, Presence, Location and broadcast of "Fioptics Free Wi-Fi" SSID. Core features include:

- Management of guest Wi-Fi including pre-configured captive portal and landing page templates
- Centralized dashboard of all analytics, marketing and network information for your Wi-Fi Analytics service
- Comprehensive end-user data collections through social media channels, online browsing behaviors and behavior in physical locations
- Detailed manual and automated analytics reports
- Direct marketing capability with content delivery through multiple channels, including Wi-Fi, SMS (additional charges apply), email and integration into proximity aware apps on a Professional Services engagement
- Data export to third party CRM or BI systems
 - **"Connect"** - The Service includes guest Wi-Fi functionality (that is, "Fioptics Free Wi-Fi") which utilizes a robust and configurable logon portal with enhanced data capture capability and authentication alongside a suite of intelligent content delivery and marketing tools.
 - **"Engage"** - Provides venues with an automated proximity and data driven marketing platform that uses the customer data collected to deliver and report on targeted content delivery.
 - **"Presence"** - Provides a suite of default reports that cover a comprehensive range of key metrics to measure the performance of their asset portfolio or the individual assets in their portfolio. Each default report can be configured to display data using numerous dimensions for either groups of assets or individual assets. An array of key dimensions are available including customer type (new, returning), devices, gender and more. Default reports can also be automated for delivery to stakeholders on a daily, weekly, monthly or quarterly schedule. Dependent on a user's requirements, automated reports can include tables, graphs or the raw calculated metrics for manipulation in third party systems.
 - **"Location"** - Provides more granularity on where users are traveling and how they are moving throughout a particular venue. The services included in this package consist of heat maps, travel paths, zone analytics and smart zoning.

Fioptics Intelligent WIFI Premium provides our most advanced all-in WIFI and engagement experience. In addition to the above, Cincinnati Bell provides an enhanced package that allows businesses to gather operational intelligence on customer behaviors, deliver smart targeted advertisements, and drive customer

loyalty with exclusive offers. The cloud-based SaaS platform is built for businesses that want to better understand their physical locations to make informed decisions and quickly measure the impact of changes in a closed loop, eliminating guess work. It works by collecting location-based and online data on visitor behavior, then turning that data into valuable insights capable of generating targeted engagements. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.)
- Management of guest Wi-Fi including pre-configured captive portal and landing page templates
- Centralized dashboard of all analytics, marketing and network information for your Wi-Fi Analytics service
- Comprehensive end-user data collections through social media channels, online browsing behaviors and behavior in physical locations
- Detailed manual and automated analytics reports
- Direct marketing capability with content delivery through multiple channels, including Wi-Fi, SMS (additional charges apply), email and integration into proximity aware apps on a Professional Services engagement
- Data export to third party CRM or BI systems
- Each additional access point defaults to standard rates
- Customer must broadcast SSID: Fioptics Free WIFI
- Customer has access to free placement in the Connect Cincinnati Mobile App

6.3.2 Platforms available:

6.3.2.1 **Aruba** Central

Fioptics Wi-Fi Plus and Premium are built on the Aruba Central Platform offering the following key features:

- Guest Wi-Fi
- Registration choices – anonymous, self-registration, social login, Facebook Wi-Fi
- Control options – duration, usage, landing page
- Presence Analytics
- Customer traffic & engagement based on device presence & RSSI
- Customizable conversion metrics
- Insight across stores & times
- No device connection required

6.3.2.2 **SkyFii**

Fioptics Intelligent Wi-Fi is built on the SkyFii Platform offering the following key features:

- Gather operational intelligence on customer behaviors
- Deliver smart targeted advertisements
- Drive customer loyalty with exclusive offers

Skyfii US Operations, LLC, and is accessible at: <https://connect-cincinnati.skyfii.com/login>. Customer will access the “Insight” and “Engage” modules using the Portal. Additional functions are available for purchase.

6.4 **Cincinnati Bell General Responsibilities & Obligations.**

- 6.4.1 Cincinnati Bell will provide Customer with access to the Services (as detailed below), as well as basic support and troubleshooting as provided by this Supplement.
- 6.4.2 Customer acknowledges and agrees that Cincinnati Bell’s obligations under this Supplement apply only as to the Cincinnati Bell Network and do not apply to the Customer Network.
- 6.4.3 Cincinnati Bell will provide Wi-Fi to a variety of customers and will customize its delivered services based on the requirements provided by each. The Wi-Fi Services will vary based on customer engagement (See Tables 1 and 2, below).

- 6.4.4 Generally, Cincinnati Bell will (a) monitor and manage wireless architecture, and work with customer to resolve connectivity issues as it pertains to Internet access; (b) manage the Service Call / Incident queue for requests, issues coordination, and communication/resolution, and follow-up on all appropriate tickets outside of accepted operating levels; and, (c) assign qualified resource(s) (e.g., having technical, process, and/or management experience) to perform the Wi-Fi Services.

Table 1: WiFi Plus Roles and Responsibilities for various configurations					
	II. CBT monitoring of Customer-provided Hardware and CBT-provided Internet connection			IV. CBT monitoring of CBT-provided Hardware and CBT-provided Internet connection	
	CBT	Customer		CBT	Customer
Monitoring and Management of Access Points	x			x	
Change and Repair of AP devices, SSIDs		x		x	
Replacement of defective Aps		x		x	
Provide dashboard for monitoring Wi Fi usage	x	x		x	
Providing periodic Customer WiFi usage statistics	CBT can assist customer to set up one time scheduled reporting. The customer can aslo view live reporting via the Aruba Central and SkyFii provided dashboards			CBT can assist customer to set up one time scheduled reporting. The customer can aslo view live reporting via the Aruba Central and SkyFii provided dashboards	
Internet Connectivity	x			x	

Table 2: Fioptics Wi-Fi Plus, Premium and Intelligent						
	V. Fioptics Wi-Fi Plus		VI. Fioptics Wi-Fi Premium		VI. Fioptics Intelligent Wi-Fi	
	CBT	Customer	CBT	Customer	CBT	Customer
Scheduled Reporting specific to Wi-Fi Network Health	x	x	x	x		x
SSID creation and changes	x		x		x	
Management of Hardware configuration to filter/block Content	x		x		x	
Captive Portal Branding - at launch will be locked to Connect Cincinnati default	x	TBD	x	TBD	x	TBD
View and management of Presence Analytics	NA	NA		x		x
Set up and customization of Aruba Central		x		x	NA	NA
Set up and customization of SkyFii	NA	NA	NA	NA		x
Creation of marketing engagement tools and customer touch points	NA	NA	NA	NA		x
Creation of customer contact intervals and campaign customizations	NA	NA	NA	NA		x

6.5 Customer General Responsibilities & Obligations.

- 6.5.1 Customer (which for purposes of this Agreement also includes its employees, agents, contractors, licensors, customers and suppliers), shall use the Wi-Fi Service for lawful purposes only. Customer grants to Cincinnati Bell the right to provide certain Wi-Fi 802.11b/g/n/ac telecommunications equipment and service at Customer's location(s).
- 6.5.2 Acceptable Use. When using Cincinnati Bell-provided Internet access, engaging in any of the following activities is strictly prohibited: attempting to interfere with the Internet service, including, without limitation, by way of submitting a virus to, or overloading, "flooding," "spamming," "mailbombing" or "crashing," the Internet service; and sending unsolicited e-mail, including promotions and/or advertising of products or services; Infringing upon any other intellectual property rights of others or on the privacy or publicity rights of others; and sending obscene, sexually explicit, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing messages and/or postings to any other person or entity or sending messages and/or postings in violation of applicable law(s); and illegal or unauthorized access to other computers or networks; and sending viruses, trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and facilitating a violation of these Terms of Use.
- 6.5.3 Terms of Use; Privacy Policy. Customer shall notify Customer's End Users that, by using the Service, they consent to the terms of Cincinnati Bell's "Fioptics Free Wi-Fi Privacy Policy" available at: <https://www.cincinnati-bell.com/assets/CinBell/Content/PDFs/ConnectCincinnati/Fioptics-Free-Wi-Fi-privacy->

[policy-eff-02-01-2017docx.pdf](#), and to the collection and use of technical information, including but not limited to the location of the device, about the mobile telephone, computer or other device used to access the Intelligent Wi-Fi Service.

6.6 License to User information; Intellectual Property.

- 6.6.1 While Customer is in good standing, Cincinnati Bell grants to Customer a limited, non-exclusive, royalty-free license to use all analytic report data made available through the Services, which analytic report data shall be made available to Customer by Cincinnati Bell throughout the Term and for a period of thirty (30) days following termination or expiration of this Agreement. After such 30-day period, Cincinnati Bell shall be under no further obligation to retain or provide any User Information to or for Customer. For purposes of this Supplement, “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. All ownership rights, title, and Intellectual Property Rights in and to the Services, the User Information, any Skyfii website (included but not limited to such site(s) that may be made available to Cincinnati Bell and/or any Customer, as applicable), and any other materials provided by Skyfii hereunder shall remain with Skyfii US Operations, LLC and/or its licensors.

6.7 Equipment.

- 6.7.1 Cincinnati Bell may provide Wireless Equipment in support of the provision of Wi-Fi Service, and Cincinnati Bell grants Customer a non-exclusive, non-transferable limited license to use the Wi-Fi 802.11b/g/n/ac equipment (“Equipment”) in accordance with this Supplement. For customer owned equipment, Cincinnati Bell will take no responsibility of ownership but will offer repair services as set forth in section H.
- 6.7.2 Customer authorizes Cincinnati Bell to provide the Equipment and agrees that the Equipment is the sole and exclusive property of Cincinnati Bell and this Supplement does not grant Customer any rights to the Equipment except as expressly set forth herein. Customer agrees to give Cincinnati Bell access during regular business hours, or at any time in the event of an emergency, to service or remove the Equipment at Cincinnati Bell’s sole discretion. Loss, theft or physical damage to the Equipment is Customer’s responsibility.
- 6.7.3 Upon termination of this Supplement by either party, Customer agrees to return Equipment in good condition, reasonable wear and tear excepted, to Cincinnati Bell within thirty (30) days of disconnect date. If Equipment is not returned within thirty (30) days, Customer will be charged an “Equipment Non-Return fee”, calculated as the depreciated value of all hardware related to this Supplement multiplied by the remaining tenure of this Supplement. If Customer requests Cincinnati Bell to remove the Equipment, Customer will be charged an “Equipment Removal fee” based on the number of pieces of hardware to be removed and Cincinnati Bell resources required for the removal. The Equipment Non-Return and Equipment Removal fees will appear on Customer’s next Cincinnati Bell bill.
- 6.7.4 Optional Bluetooth Beacon. Customer may receive a Bluetooth Low-Energy Beacon (a “Beacon”) for use in connection with the ConnectCincinnati mobile application. In that event, the Beacon will be listed on the Services Agreement and will be governed by these Terms and Conditions. Customer’s use of the Beacon for advertising, promotion, data gathering, or the like, will be governed by the terms of the “Advertising Services - Terms and Conditions Supplement”, as revised from time to time, and by the terms of each applicable “Insertion Order” submitted to Cincinnati Bell by Customer. Beacon will become personal property of Customer on the conditions that: (a) Customer authorize Cincinnati Bell to install each Beacon under the terms of this Agreement; and (b) that Customer give Cincinnati Bell access during regular business hours, or at any time in the event of an emergency, to service the Beacon at Cincinnati Bell’s sole discretion. Loss, theft or physical damage to the Beacon is Customer’s responsibility.
- 6.7.5 Replacement of Beacon batteries. PLEASE NOTE: Beacon batteries have anticipated lifespan of 18-24 mos. Customer assumes all risk, liability, and responsibility for replacing batteries as needed.

6.8 Content Filtering (only Fioptics Wi-Fi Plus).

- 6.8.1 Cincinnati Bell will select Internet activities, destinations (e.g., URLs), and types of traffic (collectively “Content”) that it desires to prohibit on the Wi-Fi, and will configure Equipment to impede End User access to such Content (“Content Filtering”). Cincinnati Bell’s standard content filtering settings are intended to address the most common abuses of Wi-Fi networks (for example, bandwidth hogging and activity that would violate our Acceptable Use Policy), and are represented on the attached Exhibit A. Cincinnati Bell invites a discussion

with Customer who may customize the content filtering settings for its Wi-Fi Service by revising Exhibit A, and Cincinnati Bell will configure the Equipment at its direction. Cincinnati Bell will manage the Equipment configuration to filter Content for each Customer based on the applicable Exhibit A.

6.9 Content Accessed Via Wi-Fi Service.

- 6.9.1 Customer acknowledges that the Internet contains unedited materials, including material of an adult, violent, or other nature that may be offensive to Customer or its End Users. Customer acknowledges that it has actual knowledge of and can readily access many software and hardware solutions to regulate activity on its network, and that the configuration of the Content Filtering function requested by Customer of the CBTS Fioptics Wi-Fi Plus service is among them. Customer acknowledges that Cincinnati Bell has made no express or implied representation, warranty or guaranty applicable to any aspect of the Wi-Fi Service or other services offered by Cincinnati Bell, including but not limited to, the ability to preclude Customer or any patron of Customer from accessing any or all web sites and/or news groups that any person may find to be harmful or offensive for any reason.
- 6.9.2 Customer understands and by using the Internet service Customer agrees that it is responsible for, and assumes all liability associated with, any material that Customer (to include End Users) makes available or transmits through the Internet service, whether through chat rooms, messages boards or other forums, including liability for claims of infringement, libel, and slander. Customer may not post, transmit through, or otherwise make available on or through the Internet service any material that violates or infringes in any way upon the rights of others, that is, in Cincinnati Bell's sole discretion, unlawful, defamatory, obscene, abusive, profane, vulgar, sexually explicit, racist, threatening, hateful or otherwise objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.
- 6.9.3 Cincinnati Bell shall provide to Customer "Terms of Use" to govern the access that End Users will have to the Guest Internet Access (the "Terms"). Customer shall cooperate with Cincinnati Bell in ensuring that each End User who connects to the Guest Internet Access provides affirmative consent to be bound by the Terms. If in its reasonable discretion Cincinnati Bell believes that the activities of the End Users using the Guest Internet Access violate the Terms (including, without limitation, those terms requiring End Users to comply with applicable laws) then Cincinnati Bell reserves the right to do any of the following in addition to any other actions or remedies available to Cincinnati Bell:
- Prohibit any End User or End Users from accessing the Guest Internet Access;
 - Provide information related to any End User and its activities to third parties as required or permitted by applicable law;
 - Require Customer to take reasonable corrective measures considering the scope and duration of the violation of the Terms; and/or
 - Terminate this Supplement upon thirty (30) days written notice to Customer;
- 6.9.4 Customer represents and warrants to Cincinnati Bell that it will not encourage or assist any Customer to violate the Terms and that it will comply with the Terms in its own use of the Guest Internet Access, if any:

6.10 Ongoing Support; Repair Processes.

- 6.10.1 Fioptics Wi-Fi Plus, Fioptics Wi-Fi Premium.
- 6.10.1.1 *Technical support for Wi-Fi Services will be provided through the Cincinnati Bell Advanced Technology Services (ATS) support team. This service desk is available 24/7 and provides traditional tier 1 and tier 2 service desk support. In any calendar month, Customer may place two (2) service calls for non-emergency, non-service impacting security profile or provisioning changes. Additional change request calls may incur a fee of \$175.00 each.*
- 6.10.1.2 *Customer should contact Cincinnati Bell Tech Support via 1 -888-638-1699, then press "1" for Technical Support.*
- 6.10.1.3 *In the event Cincinnati Bell determines that it is necessary to interrupt the Service or that there is a potential for Service to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance. Scheduled maintenance occurs during off-peak hours (midnight to 6:00 a.m. local time). Cincinnati Bell's normal schedule maintenance window begins at 2:00 am Sunday. In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.*

6.10.2 Fioptics Intelligent Wi-Fi.

- 6.10.2.1 *Technical support for Services will be provided through the Cincinnati Bell support team. Cincinnati Bell will provide assistance with uptime issues, and will coordinate assistance with Service functionality (i.e., use Skyfii resources).*
- 6.10.2.2 *Customer should contact connectcincinnati@cinbell.com with subject "Intelligent Wi-Fi support", or call 513-841-2287 (or toll-free at 866-587-2287). Cincinnati Bell will use good faith efforts to call Customer back within twelve (12) business hours.*
- 6.10.2.3 *In the event Cincinnati Bell determines that it is necessary to interrupt Wi-Fi Services or that there is a potential for Wi-Fi Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.*

6.10.3 Customer Obligations; Acceptable Use / Prohibited Activities.

- 6.10.3.1 *Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.*

6.10.4 Failed Connectivity or Default Hardware.

- 6.10.4.1 *Cincinnati Bell will use commercially reasonable efforts to address any reported trouble in relation to failed Equipment or Customer reported issues with connectivity to the Internet via the installed Wi-Fi network, as applicable. Internet service failure is not within the scope of the Wi-Fi Service and must be resolved directly with the applicable Internet service provider. Cincinnati Bell will work with a designated technical resource allocated by the customer to address any reported trouble of connectivity or device considered to be malfunctioning. End user calls from residents, students, guests or faculty are not supported by Cincinnati Bell. Cincinnati Bell makes no representations and assumes no liability for connectivity issues related to End User limitations, including but not limited to: connecting PC, Hardware (processor, RAM, hard drive), software applications running in the background on a device, web browser / browser plug-ins (Flash/Java), website / server limitations, or Cincinnati Bell network congestion.*

6.11 Remedies.

- 6.11.1 *If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines or practices, Customer's sole and exclusive remedy is to terminate this Supplement. Under no circumstance shall Cincinnati Bell be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) setup or installation of the Service (ii) use of the Service or Customer's ability to use the Service; (iii) access to the Internet or any part thereof; (iv) Customer's reliance on or use of information or services provided on or through the Service; or (v) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance of the Service.*
- 6.11.2 *Any violation of Section 6 above that Cincinnati Bell, in its reasonable discretion, believes may subject Cincinnati Bell to civil or criminal litigation, charges and/or damages will be considered to be a breach of the Agreement and Cincinnati Bell reserves the right to suspend or immediately terminate service if deemed necessary. If Cincinnati Bell suspends the Data Analytics Service pursuant to this paragraph, Cincinnati Bell may require a reinstatement fee in order to resume the Data Analytics Service.*

6.12 Termination Charges.

- 6.12.1 *In the event that Fioptics Wi-Fi Service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if Customer had not terminated prior to the expiration of the then-current Term. Customer may also be obligated to pay Equipment Non-Return or Equipment Removal fees.*

Section 7: General Terms and Conditions

7.1 Definitions.

- 7.1.1 The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Supplement.
- 7.1.2 Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.
- 7.1.3 Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.
- 7.1.4 Party - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).
- 7.1.5 Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

7.2 Services.

- 7.2.1 The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Services Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

7.3 Equipment Warranty, Use and Maintenance.

- 7.3.1 If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion

of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

7.4 Warranty Exclusions.

- 7.4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.
- 7.4.2 Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.
- 7.4.3 Except as specified herein and any supplements, Cincinnati Bell, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

7.5 Title or Risk of Loss of Equipment.

- 7.5.1 For equipment sold to Customer and installed by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.
- 7.5.2 For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

7.6 Governing Law.

- 7.6.1 This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

7.7 Confidential Information.

- 7.7.1 During the term of this Agreement and for two years thereafter, neither Party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other Party. Confidential information shall remain the property of the disclosing Party and shall be labeled as either "Confidential" or "Proprietary".

7.8 Resolution of Disputes.

- 7.8.1 The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek arbitration as set forth below.
- 7.8.2 Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance

with the commercial rules and practices of the American Arbitration Association then in effect.

- 7.8.3 The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

7.9 Terms of Payment.

- 7.9.1 Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, Cincinnati Bell may apply late payment fees or take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$11.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.
- 7.9.2 Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on Cincinnati Bell's net income.

7.10 Termination.

- 7.10.1 Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:
- 7.10.2 In the event Customer provides timely notice to Cincinnati Bell that it does not intend to renew an automatically renewing contract, Cincinnati Bell will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.
- 7.10.3 In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may

have hereunder or at law or in equity.

- 7.10.4 A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.
- 7.10.5 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 7.10.6 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.
- 7.10.7 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. In the event that any service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.
- 7.10.8 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

7.11 Responsibilities of Each Party.

- 7.11.1 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

7.12 Limitations of Liability.

- 7.12.1 Cincinnati Bell's liability arising out of the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall Cincinnati Bell be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not Cincinnati Bell or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "Cincinnati Bell" is deemed to include Cincinnati Bell's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

- 7.12.2 The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

7.13 Security and Access.

- 7.13.1 Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

7.14 Work on Customer's Premises.

- 7.14.1 In performance of its obligations hereunder, Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work related to this Agreement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of Cincinnati Bell's employees, agents or subcontractors.

7.15 Customer Obligations.

- 7.15.1 Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

7.16 System Maintenance.

- 7.16.1 In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

7.17 Subcontracting.

- 7.17.1 Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

7.18 Changes in Laws.

- 7.18.1 This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

7.19 Force Majeure.

- 7.19.1 No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition

occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

7.20 Good Faith Performance.

- 7.20.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

7.21 No License.

- 7.21.1 Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

7.22 Amendments; Waivers.

- 7.22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

7.23 Notices.

- 7.23.1 All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.
- 7.23.2 Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

7.24 No Rights to Third Parties.

- 7.24.1 This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

7.25 Severability.

- 7.25.1 If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

7.26 Assignment.

- 7.26.1 Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

7.27 Entire Agreement; Continuing Obligations.

- 7.27.1 The Agreement, which includes the Services Agreement, Terms & Conditions and Supplements, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.
- 7.27.2 Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 11 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.
- 7.27.3 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 7 hereof regarding Confidential Information, Article 8 hereof regarding resolution of disputes, Articles 11 and 15 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.
- 7.27.4 The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.
- 7.27.5 Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

7.28 Regulatory Approval; Tariffs.

This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

7.29 Executed in Counterparts.

- 7.29.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

7.30 Headings.

- 7.30.1 The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Appendix 1. Cincinnati Bell Default “Content Filtering” Categories

If Customer desires to change Cincinnati Bell’s “default” settings, please mark a $\checkmark$ or X below, as applicable, sign, and date.

Customer Name: Colerain Township **Date:** _____

Application Categories
☐ Antivirus
☐ Authentication
☐ Cloud-File-Storage
☐ Collaboration
☐ Encrypted
☐ Enterprise-Apps
☐ Gaming
☐ IM-File-Transfer
☐ Instant-Messaging
☐ Mail-Protocols
☐ Mobile-App-Stores
☐ Network-Services
☒ Peer-To-Peer
☐ Social-Networking
☐ Standard
☐ Streaming
☐ Thin-Client
☐ Tunneling
☐ Unified-Communications
☐ Web
☐ Webmail

Web Categories	
☐ Abortion	☐ Marijuana
☐ Abused-Drugs	☐ Military
☒ Adult-And-Pornography	☐ Motor-Vehicles
☐ Alcohol-And-Tobacco	☐ Music
☐ Auctions	☐ News-And-Media
☒ Bot-Nets	☒ Nudity
☐ Business-And-Economy	☐ Online-Greeting-Cards
☐ Category-Unknown	☒ Parked-Domains
☐ Cheating	☐ Pay-To-Surf
☐ Computer-And-Internet-Info	☒ Peer-To-Peer-Web
☐ Computer-And-Internet-Security	☐ Personal-Sites-And-Blogs
☐ Content-Delivery-Networks	☐ Personal-Storage
☐ Cult-And-Occult	☐ Philosophy-And-Political-Advocacy
☐ Dating	☒ Phishing-And-Other-Frauds
☐ Dead-Sites	☐ Private-Ip-Addresses
☐ Dynamically-Generated-Content	☐ Proxy-Avoidance-And-Anonymizers
☐ Educational-Institutions	☐ Questionable
☐ Entertainment-And-Arts	☐ Real-Estate
☐ Fashion-And-Beauty	☐ Recreation-And-Hobbies
☐ Financial-Services	☐ Reference-And-Research
☐ Gambling	☐ Religion
☐ Games	☐ Search-Engines
☐ Government	☐ Sex-Education
☐ Gross	☐ Shareware-And-Freeware
☒ Hacking	☐ Shopping
☐ Hate-And-Racism	☐ Social-Networking-Web
☐ Health-And-Medicine	☐ Society
☐ Home-And-Garden	☒ Spam-Urls
☐ Hunting-And-Fishing	☐ Sports
☒ Illegal	☐ Spyware-And-Adware
☐ Image-And-Video-Search	☐ Streaming-Media
☐ Individual-Stock-Advice-And-Tools	☐ Swimsuits-And-Intimate-Apparel
☐ Internet-Communications	☐ Training-And-Tools
☐ Internet-Portals	☐ Translation
☐ Job-Search	☐ Travel
☒ Keyloggers-And-Monitoring	☐ Violence
☐ Kids	☐ Weapons
☐ Legal	☐ Web-Advertisements
☐ Local-Information	☐ Web-Based-Email
☒ Malware-Sites	☐ Web-Hosting

Signature: _____

ADMINISTRATION

Department: Administration

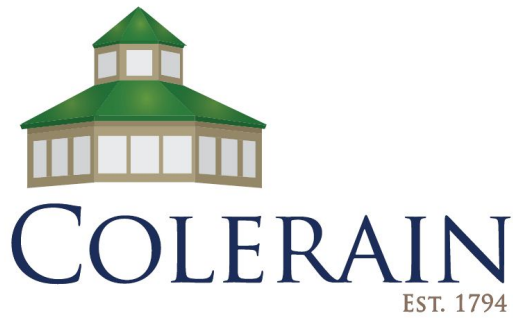
Department
Director: Geoff Milz, Administrator

Motion to Issue Request for Proposals - Public Private Partnership - Fire Station Construction

Recommend ADOPTION of the Motion.

Rationale:

Public Private Partnership's provide local governments with an opportunity to explore and take advantage of unique financing opportunities that are typically not advantageous to tax exempt entities. The Township has identified a need to replace Station 26. This need was outlined in the Fire Department's needs assessment and 2021 Strategic Plan and Budget Book. This RFP would allow the Township to solicit proposals to explore the financing and construction of a new station 26.



REQUEST FOR PROPOSALS (RFP)

PUBLIC PRIVATE PARTNERSHIP – FIRE STATION CONSTRUCTION for Colerain Township

Release Date: 05/12/2021

Response Deadline: 06/01/2021

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR PROPOSALS (RFP) FOR PUBLIC PRIVATE PARTNERSHIP
FOR FIRE STATION CONSTRUCTION**

Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251
Phone: 513-385-7500

NOTICE TO RESPONDENTS

Colerain Township is soliciting proposals for a public private partnership for the construction of a fire station. This fire station will replace the existing Fire Station 26 located at 3360 Galbraith Rd, Cincinnati, OH 45239. This public private partnership will encompass the design, build, finance, and maintenance of the facility.

All clarifying questions for this proposal should be direct to Geoff Milz, Township Administrator, via email at Gmilz@colerian.org. All questions should be submitted by May 26, 2021.

Responses can be submitted digitally or as a hard copy. Please note, the Township requests a digital copy be provided via disk or flash drive with any hard copy submission. Proposals should be submitted to the Township to the attention of Geoff Milz, Administrator, Re: P3 RFP – Fire Station, at the address listed above not later than 4:00 p.m., June 1, 2021.

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 specify any items in their proposal that they determine to be exempt from public record. Respondents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed.

GENERAL INFORMATION

Below are key and relevant details related to the existing Station 26, that would need to be kept in mind throughout the development of a response to this RFP:

- Location: 3360 Galbraith Rd, Cincinnati, OH 45239
- Parcel Size: 0.8625344 acres (202' of frontage by 186' deep)
- Building Square Footage: 5,650.25
 - o Of the above total, 2,323 square feet are dedicated to the living quarters. The living quarters include the locker room, several offices, restrooms, kitchen, and sleeping quarters.
 - o Of the above total, 3,327.25 square feet is the apparatus bay.
- Major Apparatus On-Site:
 - o Engine 26
 - o Rescue 26
 - o Medic 26

- Medic 226
- Boat 26
- Water Tanker 103
- Onsite Self Contained Breathing Apparatus (SCBA) fill station
- There is also a small storage shed/garage at the rear of the property
- Essential items for a final site design include several offices, a training area, conference room, locker room(s) [one for each gender], gear storage room, and physical fitness area
- Ideally, the building could be considered as a multi-purpose use building including other public safety functions and community meeting space.
- This station has a maximum of eight (8) employees assigned to it on a daily basis, with an average daily population of seven (7)
- Station 26 is the second busiest station in Colerain Township. Total responses out of this station can be seen at the following link:
<https://coleraintownshiphamiltonoh.opengov.com/data/#/27815/query=3E6499F8BD00D0A7D46ED2D386CC4CCE&embed=n>
- For more information on this capital project (including a proposed project budget), please refer to page 106 of the Township's strategic plan:
<https://www.colerain.org/DocumentCenter/View/3000/2021-Strategic-Plan-and-Budget--Final>

PROJECT GOALS AND OBJECTIVES

In general, the Township is seeking a proposal that will:

- Result in the construction of a fire station that will accommodate the existing needs of the department.
- Provide for a cost savings to the Township compared to the anticipated costs associated with debt financing approximately \$6M.
- Leverage the unique skills and assets of each sector of the economy, including access to unique financing sources and structures that are not available to governmental entities due to their tax-exempt status.
- Provide recommendations for construction that can occur on the existing site footprint or on an alternative location.
- Includes high level site plans for a new fire station/facility.
- That provides an opportunity for revenue sharing or other cost sharing through the colocation of other uses that align with Fire and EMS operations. For example, the colocation of an urgent care or similar could provide mutual benefits to all parties.
- A proposal that shares the risk between the Township and respondent.
- Provides for a transfer of ownership of the property or fire station to the Township at the end of a series of service payments or lease payments.

TIMELINES

- | | |
|---------------------------------------|--|
| 1. Township Trustees RFP Approval: | May 11, 2021 |
| 2. Proposal Deadline and bid opening: | 4:00 p.m. (local time) on June 1, 2021 |
| 3. Potential Interview Dates: | June 3, June 7, June 8 |
| 4. Initial Trustee Review: | June 8, 2021 |

The Township will not be responsible for proposals that are received after the 4:00 p.m. deadline on June 1, 2021.

EVALUATION CRITERIA

Proposals will be evaluated to determine the lowest and best bidder by internal Township staff, including the Township Administrator, Assistant Administrator, and Fire Chief. After this initial internal review, a recommendation will be provided to the Board of Trustees for a final decision. Colerain Township Trustees must still approve a final contract and vendor selection before the process is completed.

Below is a listing of components and information that will aid in the evaluation process and, as such, should be highlighted or emphasized in the response to this RFP:

- Vendor status as a non-profit or for-profit company
- Vendor experience with public-private-partnerships for the construction of government buildings or complexes.
- Total cost and payment structure, including any penalties or reduced service payments due to non-compliance.
- Risk burden and share in overall project risk, including any proposed guaranteed maximum pricing.
- Uniqueness of proposal and/or alternatives recommended by the respondent that may leverage outside resources into the final project.

RESPONSE FORMAT

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

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Proposals.
2. Experience with Similar Projects – A listing of three comparable projects with a description of services rendered (including any required subcontracting). Please include contact information.
3. 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, if applicable.
4. Project Outline/Overview – An outline of the various steps that the contractor anticipates taking in order to fully complete the project. This should include the concept plan for the project and if the proposal is for construction on the same site or a new site. The concept plan should include illustrative exterior building elevations that showcase the massing,

openings, and any related elements. An aerial of the site plan and space needs/requirements should be included as well.

5. Project Costs – Please provide a description of the anticipated pre-development costs, hard/soft construction costs, and operating costs throughout occupancy.
6. Preferred Method of Payment – The proposal should outline the preferred method of payment (monthly, quarterly, annually), payment amount, and term for proposed payment.
7. Financing Sources – Identify each proposed source of financing for this project. This should include references to debt, equity, government grants, government loans, government loan guarantees, private activity bonds, tax increment financing, PILOTS (Payment In Lieu Of Taxes), tax abatements or other sources.
 - a. Each financing source should have an applicable dollar figure associated with it.
 - b. Where possible, please include letters from lending institutions, not more than three months old that demonstrate the existence of liquid assets or suitable unencumbered lines of credit to carry out the predevelopment activities. Evidence of the private entity's liquid assets or some acceptable form of equity shall be equal to the equity requirements of the prospective construction lender.
 - c. To the extent that Federal, State, or Local Funding has been identified, please describe the source in detail.
8. 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.
9. Legal Disclosure – Please disclose your firms current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.
10. Timeline – Please provide a brief project timeline, including any timeline related to site acquisition.
11. Sample Contract – A copy of sample agreement/contract. This will allow the Township to expedite the review/award process.
12. Sample Concession Agreement – A copy of a proposed concession agreement with outlined roles for each entity related to the construction, operations, and maintenance of the building. This should also include an identified contract transition process, ownership model, and project close out process.
13. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the proposal.

Terms and Conditions

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

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

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

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

ADMINISTRATION

Department: Administration

Department
Director: Jeff McElravy, Finance Director

Resolution Authorizing the Adoption of Appropriations- CARES Act

Recommend ADOPTION of the Resolution.

Rationale:

At its April 27, 2021 meeting, the Board adopted Resolution 32-21 to appropriate funds from Fund 2272- Coronavirus Relief Fund- State, for \$101,534.46. There were several carryover encumbrances in addition to the carryover revenue, and as a result the resources available for appropriation were actually \$94,516.47. This Resolution updates the appropriations to match the resources available.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of May, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-21

**RESOLUTION AUTHORIZING THE ADOPTION OF APPROPRIATIONS-
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT**

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, received \$3.2 million in CARES funding from the State of Ohio in 2020 to assist with the response to the public health emergency stemming from the COVID-19 pandemic; and

WHEREAS, funds are still available for eligible expenses in 2021;

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

1. Authorize the Fiscal Officer to prepare and submit a schedule of Amended Permanent Appropriations for the year ending December 31, 2021 to the Hamilton County Budget Commission, as follows;

Fund	Description	Permanent Appropriations
2272	Coronavirus Relief Fund- State of Ohio	\$94,516.47

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

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

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

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

Vote Record: Mr. Rajagopal _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of May, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Colerain Township Asst. 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 May, 2021.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Resolution Adopting Junk Vehicle Procedure
Recommend ADOPTION of the Resolution.

Rationale:

In the fall of 2003, the Colerain Township Trustees passed its Junk Vehicle Resolution. Since that date, the township's Junk Vehicle Policy has not been updated.

On March 5, 2008, the Ohio legislature enacted R.C. 505.871, which granted townships in Ohio new statutory authority to address junk motor vehicles located within a township. The provisions of R.C. 505.871 specifically vested township boards of trustees with the express statutory authority to actually remove or cause the removal of junk motor vehicles from both public and private property located within the unincorporated area of a township. This statute was amended twice since, with the latest version becoming active April 12, 2021. This version is attached to this email as a .PDF.

The law, when passed in 2008, specifically allowed a board of trustees, after adopting a written resolution and sending proper notice, to cause a vehicle that satisfies the statutory definition of a junk motor vehicle to be removed from property located in the unincorporated area of a township. Previously, a township board was required to make a determination that a nuisance exists.

One of the primary benefits of R.C. 505.871 is that it does not require court involvement prior to removing a junk motor vehicle from a property located in the unincorporated area of the township. Instead, the statute sets forth a specific procedure that allows a board to move forward with the removal of a junk motor vehicle without the assistance of the courts while still providing some due process procedural protections for citizens of the township. Since the determination that a vehicle is a junk motor vehicle is factual in nature, it is extremely important that a board exercise care to accumulate sufficient facts to justify its determination that a vehicle is a junk motor vehicle and to ensure that all procedural requirements are followed.

Prior to passing a resolution causing the removal of a junk motor vehicle, a township zoning inspector or other township official will inspect the property and document the existence and condition of the vehicle and preferably take pictures of the property and the junk motor vehicles for use as evidence and support of the board's decision. The zoning inspector or township official will then appear at a special or regular meeting of the board and provide the board with a written report documenting the existence of the junk motor vehicle and any pictures and/or other evidence regarding the vehicle in question.

It is our recommendation that the township adopt a new, broad resolution implementing R.C. 505.871 so that residents are aware of the new junk motor vehicle removal authority. Once a township official or officer notices a junk motor vehicle, the board of trustees should then adopt an additional resolution each time it wishes to address a specific junk vehicle. A township may address multiple junk motor vehicles located on the same property with the same resolution.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the _____ day of May, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Raj Rajagopal, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-21

RESOLUTION ADOPTING NEW
COLERAIN TOWNSHIP JUNK VEHICLE PROCEDURE
PURSUANT TO OHIO REVISED CODE § 505.871

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 previously adopted Resolution 42-03, on August 12, 2003, 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 Ohio Legislature enacted Ohio Revised Code § 505.871 in 2008, it was later amended in 2015, and the current version became effective on April 12, 2021; and,

WHEREAS, the Colerain Township Board of Trustees finds it necessary to authorize a new junk vehicle resolution in accordance with the changes and amendments to the Ohio Revised Code.

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

1. Ohio Revised Code § 505.871 authorizes a Board of Township Trustees to provide for removal of any vehicle in the Board determines is a junk motor vehicle, as defined in Ohio Revised Code § 505.173, as meeting all of the following criteria:
 - a. Three model years old, or older;
 - b. Apparently inoperable;
 - c. Extensively damaged, including, but not limited to, any of the following: missing wheels, tires, engine, or transmission.

2. If a junk motor vehicle is located on public property, the Board of Township Trustees may provide in the resolution for the immediate removal of the vehicle.
3. If a junk motor vehicle is located on private property, the Board of Township Trustees may provide in the resolution for the removal of the vehicle not sooner than fourteen 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.
4. The written notice shall at a minimum 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.
5. The Board shall serve the notice, described under Section 4 herein, by sending it by certified mail, return receipt requested, to the owner of the land, if the owner resides in the unincorporated territory of the Township, or if the owner resides outside the unincorporated territory of the township and the owner's address is known or ascertainable through an exercise of reasonable diligence. The Board also shall send notice in such manner to any holders of liens of record on the land. If a notice sent by certified mail is refused or unclaimed, or if an owner's address is unknown and cannot reasonably be ascertained by an exercise of reasonable diligence, the Board shall publish the notice once in a newspaper of general circulation in the Township before the removal of the vehicle, and, if the land contains any structures, the Board also shall post the notice on the principal structure on the land.
6. A notice sent by certified mail shall be deemed to be served for purposes of this section on the date it was received as indicated by the date on a signed return receipt. A notice given by publication shall be deemed to be served for purposes of this section on the date of the newspaper publication.
7. The Colerain Board of Township Trustees will utilize any lawful means to cause the removal and may employ the labor, materials, and equipment necessary to remove a junk motor vehicle under this section. All expenses incurred in removing or causing the removal of a junk motor vehicle, when approved by the Board, shall be paid out of the Township

General Fund from moneys not otherwise appropriated, except that if the expenses exceed five hundred dollars (\$500.00), the Board may borrow moneys from a financial institution to pay the expenses in whole or in part.

8. The Board of Township Trustees will utilize any lawful means to collect the expenses incurred in removing or causing the removal of a junk motor vehicle under this section, including any fees or interest paid to borrow moneys under Section 7 of this Resolution. The Board may direct the Township Fiscal Officer to certify the expenses and a description of the land to the Hamilton County Auditor, who shall place the expenses upon the tax duplicate as a lien upon the land to be collected as other taxes and returned to the Township General Fund.
9. This Resolution supersedes all prior Colerain Township Resolutions that in any way address the removal of junk motor vehicles by the Township.
10. 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.
11. 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.
12. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Mr. Rajagopal _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of May, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of May, 2021.

Jeff Baker
Colerain Township Fiscal Officer

CONSENT ITEMS

Department: Police

Department
Director: Mark Denney, Police Chief

New Hire - Police Officer - Police Department

Recommend approval of all consent items.

Rationale:

A hiring process was advertised and included a written examination, physical agility test, oral board, background investigation, CVSA truth verification, and interview with the Chief. Summer Jenkins, if approved, would be eligible for employment on 5/12/2021 and will work 40 hours per week at a rate of \$25.48 per hour. She will serve a one year probationary period. This is contingent on the successful passage of a medical and psychological evaluation.

CONSENT ITEMS

Department: Police

Department
Director: Mark Denney, Police Chief

New Hire - Police Officer - Police Department

Recommend approval of all consent items.

Rationale:

A hiring process was advertised and included a written examination, physical agility test, oral board, background investigation, CVSA truth verification, and interview with the Chief. Roger Epure, if approved, would be eligible for employment on 5/12/2021 and will work 40 hours per week at a rate of \$25.48 per hour. She will serve a one year probationary period. This is contingent on the successful passage of a medial and psychological evaluation.

CONSENT ITEMS

Department: Public Services

Department
Director: Jackie O'Connell, Director - Public Services

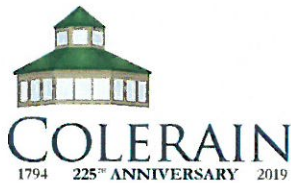
New Hire - Seasonal Maintenance Worker - Public Services Department

Recommend approval of all consent items.

Rationale:

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

The wage for this job is \$12.50 per hour for 40 hours per week through the season. Contingent upon Board approval, he would be eligible to begin work on May 12, 2021.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy - Date 5/12/2021

Job Code: 163- Seasonal Maintenance Worker Position Number: 5108- Seasonal Maintenance 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: \$12.50 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40hrs/week minimum

Proposed start date: 5/12/2021 Eligibility Date: 5/12/2021

Tentative schedule of hours: Monday-Friday 6:30 AM to 3:00 PM

Does this position supervise staff? ☐ Yes ☒ No

Comments: Interviewed with Roger Krebs, Geoffrey Payne, Sr and Geoffrey Payne, Jr. Returning employee.

Department Head Name: Jackie O'Connell

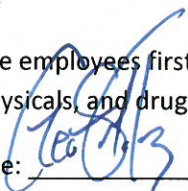
Signature: Jackie O'Connell

Date: 4/29/2021

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: 5/12/2021

Administrator Signature: 

Date: 4.30.21

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: 2/23/2021

Date posting closed: Currently Open

Interview Committee: Interviewed with Roger Krebs, Geoffrey Payne, Sr. and Geoffrey Payne, Jr.
Returning employee.

Interview dates: April 2021

Number of applications: 7

Number of candidates interviewed: 7

CONSENT ITEMS

Department: Administration
Department Director: Geoff Milz, Administrator

Contract - Rumpke - Residential Solid Waste - Final Contract

Recommend approval of all consent items.

Rationale:

The Board of Trustees authorized the Township Administrator to execute an agreement with Rumpke for Solid Waste and Recycling services at the April 13, 2021 Board of Trustee meeting. The attached contract reflects the final, signed agreement with Rumpke.

AGREEMENT

This agreement (hereinafter referred to as "Contract" or "Agreement"), made this ____ day of _____, 2021, by and between the COLERAIN TOWNSHIP, Hamilton County, Ohio, hereinafter called the "Township" and Rumpke of Ohio, Inc. , doing business as a corporation, hereinafter called "Contractor" or "Rumpke".

WHEREAS, on March 5, 2021, the Township requested bids for Residential Solid Waste and Recycling Collection, Disposal & Processing for a five-year period.

WHEREAS, a bid was submitted on March 26, 2021 by Rumpke of Ohio, the sole response.

WHEREAS, based upon the proposal, it was determined that Rumpke of Ohio, Inc. was the lowest and most responsive bidder.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I CONTRACT DOCUMENTS

The Contract Documents governing this Agreement are as follows:

- a. Invitation to Bidders
- b. Legal Notice
- c. Bid Proposal
- d. Bid Bond
- e. Performance Bond
- f. Bid Forms 1 through 9
- g. Notice of Award
- h. Notice to Proceed
- i. Instructions to Bidders
- j. Contract Provisions
- k. Agreement
- l. Specifications
- m. Addendums
- n. Bid Documents submitted by the Contractor

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ARTICLE II DEFINITIONS

In addition to capitalized terms that are defined in the Contract Provisions and elsewhere, the following meanings apply:

“Aluminum” – the light in weight ductile and malleable metallic substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. The description excludes aluminum foil, trays, plates and miscellaneous aluminum products.

“Backyard Collection Service” A location at which the Contractor must walk or drive beyond the curbside to retrieve Containers, Bags or Carts for collection. Backyard Collection Service is limited to a distance of 75 feet from the curb, except for those residential accounts which meet the criteria of the American Disabilities Act.

“Bags” – Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.

“Base Collection Rate” – The monthly cost per unit for Solid Waste collection service, which includes the collection of Recyclables and one Bulk Waste Item per month at no additional cost.

“Bid Bond” – The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

“Bulk Waste” – A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Carts.

“Cart” – A 65, or 96-gallon plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor’s collection vehicles. The term Cart and wheeled container shall be considered interchangeable. Sizes of carts are approximate based on the manufacturer. When references to carts throughout the contract differ slightly all other definitions, terms and requirements still apply. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed 60 pounds for each 32 gallons of nominal capacity.

“Collection Area” means that portion of the Township in which the Contractor provides collection services as described in Section 100.

“Construction Debris” – Waste building materials resulting from construction, remodeling, repair, or demolition operations.

“Container” means a metal or plastic receptacle used for Solid Waste, and /or Recyclables collection.

“Contract Documents” – The Request for Bids, Instructions to Bidders, Contractor’s Bid, the Bid Forms, Contract Service Specifications, the Contract, the Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the Township and the Contractor.

“Contractor” – The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the Township.

“Corrugated paper”—A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

“Curbside” – From any Structure, the nearest point at the side of a Township or State maintained roadway, or from a Multi Family Dwelling with a private roadway, the nearest point at the side of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the roadway for collection.

“Curbside Recycling” means recycling services generally provided to Single Family Structures individually owned units in Multi Family Dwellings. Recyclables are placed by customers at curbside locations for collection.

“Detachable Container” (also at times referred to as “dumpster”) means a watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the Township. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

“Disposal” – The deposition, injection, dumping, spilling, leaking or placing of Solid Waste into or on the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Ohio.

“Disposal Site” – A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

“Expanded (or foamed) Polystyrene” – EPS – SPI Code 61 commonly found in: carry-out containers (clamshells, etc.); meat and produce trays; hot cups; egg cartons.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.

“Garbage” means all discarded putrescible Municipal Solid Waste matter but not including sewage or sewage sludge, or human excrement.

“Generator” – A person or municipality that produces or creates a Municipal Solid Waste.

“Glass” - The hard, brittle, transparent or partially transparent substance produced by fusion of silica or sand containing soda and lime and/or other chemicals and substances usually or conveniently included in the manufacturer of glass; and shall for the purpose of this contract include all materials commonly known as glass bottles or containers. This includes all food and beverage containers made of glass of one gallon or less capacity. Excluded are blue glass, ceramics, pottery, and flat glass commonly known as window or plate glass and light bulbs.

“Hazardous Waste” – Waste designated as hazardous by the United States Environmental Protection Agency or the Ohio Environmental Protection Agency.

“High Grade Office Paper” – White writing, typing, copying paper, lined and unlined computer paper and envelopes without windows.

“Landfill” – A municipal waste landfill.

“Large Items” – Items that are too large to be placed inside a Container, Cart or inside of a 32 gallon bag, with an individual weight no greater than that allowed for a Container, Cart or Bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight, and compactable nature.

“Leachate”—A liquid that has permeated through or drained from Solid Waste.

“Letter of Credit” – A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the Township) for non-performance in amounts and under conditions as may be specified in the agreement.

“Marketed”— The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

“Municipal Solid Waste” – Any Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities. For the purpose of this contract, the term does not include source-separated recyclable materials.

“Municipal Solid Waste Landfill”— A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

“Municipal Solid Waste Management Plan”—A comprehensive plan for an adequate Municipal Solid Waste management system in accordance with the Ohio Revised Code.

“Multi-Family Dwellings”- Structures for residential living consisting of attached units.

“Performance Bond” – A corporate surety bond that guarantees compensation to the Township in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit”—A permit or similar approval issued by the OEPA or the appropriate regulatory agency in the state in which the facility is located, to operate a Municipal Solid Waste disposal or processing facility, or to beneficially use Municipal Solid Waste.

“Processing” – Any technology used for the purpose of reducing the volume or bulk of Municipal Solid Waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Recyclables” means mixed waste paper (including corrugated), newspapers, magazines, bi-metal and aluminum cans, glass bottles and jars, plastic containers and materials.

“Recycling Facility” – A facility employing a technology that is a process that separates or classifies Municipal Solid Waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term “recycling facility” shall not mean transfer stations or landfills for Solid Waste nor composting facilities or resource recovery facilities.

“Refuse” – Discarded waste materials in a solid or semi- liquid state, consisting of Garbage, rubbish or a combination thereof.

“Residential Unit” – A group of rooms located within a building and forming a single inhabitable unit with facilities that are used or are intended to be used for living, sleeping, cooking, and eating. Buildings are included that contain four or less separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of billing.

“Residence, Residential” means any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

“Solid Waste” means Refuse, Garbage, and Municipal Solid Waste, but not including sewage or sewage sludge, human excrement.

“Source-separated Recyclable Materials”- Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.

“Structure” means all single family homes, and multifamily dwellings of four units or less as well as multifamily dwellings of more than four units. It also means those Township Facilities that the Township may at its sole discretion include in the Contract.

“Township” means Colerain Township located in Hamilton County, Ohio.

“Total Monthly Cost” – The combined total cost per month of Collection Service for Solid Waste, and Recyclables, Backyard Service.

“Wheeled Container” means a 64, or 96-gallon plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into the Contractor’s collection vehicles. The term Cart and Wheeled container shall be considered interchangeable. Sizes of carts are approximate based on the manufacturer. When references to wheeled throughout the contract differ slightly all other definitions, terms and requirements still apply.

“White Goods” shall include all major appliances (with Freon removed) such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

ARTICLE III PROFESSIONAL STANDARD AND CONTRACTORS RESPONSIBILITIES

The Contractor shall provide all labor, materials, and supervisions necessary to complete the project in a timely and professional manner.

The Contractor agrees to provide all services and products as described in the Contract Documents and as shown on the Bid Proposal.

ARTICLE IV TERM OF AGREEMENT

The Contractor will provide Residential and Solid Waste & Recycling Collection, Disposal & Processing for a five (5) year period, commencing on May 1, 2021 and ending at Midnight on April 30, 2026. The Township may opt to extend the Agreement for a subsequent term and rates mutually agreed upon by the Contractor.

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ARTICLE V
CONTRACT SERVICE SPECIFICATIONS
(as outlined in Bid Specifications)

Section 11 Description of Services

Public health and safety, as well as environmental protection, are of primary importance to the Township. Therefore, the Township intend to implement through contracted services a fully integrated municipal Solid Waste management program that encourages waste minimization and increases opportunities for recycling.

The Township require the following services:

- Collection for Solid Waste and Recyclables shall be weekly for 12 months of the year. Collection of Bulky Waste Items shall occur one week per month on the regularly scheduled day of waste collection.
- Each residential unit will receive one 64 gallon cart for Recyclables. The Contractor will provide and pay for the full selection of recycling carts with universal compatibility with standard industry cart tipping mechanisms. At the end of the contract, the recycling carts shall remain the property of the Township.
- The Township require single stream curbside collection of Recyclables that includes aluminum cans, plastic bottles & jugs, cartons,, bi-metal/steel cans, newsprint, magazines, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper.

The Contractor will bill and collect payments from property owners for services to each occupied residential unit. Billing Rates shall be established by the Contractor in the Bid Proposals as follows:

- A Base Collection Rate for weekly collection of unlimited quantities of bagged or containerized Solid Waste and Recyclables contained within a 65-gallon cart,. One Bulk Item per Home Per Month will be collected at no additional cost.
- A Discounted Base Collection Rate for weekly collection of Solid Waste limited to the quantity that fits inside of a 96-gallon cart provided by the Contractor and Recyclables contained within a 65-gallon cart. One Bulk Item per Home Per Month will be collected at no additional cost.

Add-On Fees:

- Rental of a 96-gallon cart provided by the Contractor to unlimited service accounts
- Backyard service unless the resident qualifies for such services under the ADA.

Section 15 Contract Term

As described in Article IV of this agreement.

Section 20 Definitions.

As described in Article II of this agreement.

Section 30 Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by Township ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner.
8. Disposing of Solid Waste collected by the Contractor from the Structures specified by the Township at a permitted facility;
9. Processing and Marketing Recyclables collected by the Contractor from the Structure's specified by the Township; and
10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

Section 40 OSHA, Health and Environmental Laws

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Ohio Statutes and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste, and Recyclables.

Section 50 Vehicle Specifications

The Contractor must take into consideration in the selection of collection vehicles for this Contract that for many roadways, private drives, and developments the use of large capacity collection vehicles is prohibitive. In addition, cul-de-sacs are prevalent throughout the Township and could affect the size and turning radius of collection vehicles. The Contractor is expected to provide vehicles to meet any conditions which may be encountered and that meet the equipment specifications. A list of these private roadways, and drives is attached hereto as Appendix B.

All vehicles used for collection shall be registered with the State of Ohio, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

At the start of this Contract, all vehicles used in collection shall be and in good operating order.

Collection vehicles shall be sufficient in number and capacity to service all Structures at the frequency and level of collection specified. If, on an ongoing basis, the Contractor cannot complete the routes with the number and types of vehicles and personnel proposed, the Township can require the Contractor to provide additional vehicles equal to those proposed and additional personnel to perform the collection services as specified. The Township will notify the Contractor when route performance fails to comply with the specified service standards to the extent that added vehicles and personnel are warranted. Failure to provide sufficient vehicles and personnel in the time approved by the Township will result in a penalty.

Collection vehicles shall be painted in Contractor's color, the Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste. The vehicles shall be individually numbered, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks.

Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the Township.

Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the State of Ohio.

Section 60 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Contract, other than the Recycling Carts or Wheeled Containers which will become the property of the Township at the end of the contract, shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts,

mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the Township.

Section 65 Vehicle Maintenance and Inventory

The Contractor shall provide to the Township with the bid documents the specific vehicle inventory showing each vehicle to be used in performing the Contract. The inventory shall include the make model, body type and capacity, approximate age, and vehicle identification and registration. All vehicles listed in the inventory and used in the Contract shall conform with specifications set forth in Section 50.

No later than 30 days prior to Contract implementation, (May 1, 2021) the Contractor shall confirm and verify the inventory provided with the bid documents, by providing to the Township copies of the vehicle registration. Upon approval of the Township, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly, provided that it meets or exceeds the specifications set forth in Section 50. The Contractor shall provide the Township with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Section 70 Traffic Laws; Noise Control. Noise

All collection operations shall be conducted as quietly as possible and shall conform to any federal, State, County and Township noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The Township may conduct random checks of noise emission levels to ensure such compliance.

Section 80 Contractor's Office

The Contractor shall maintain within reasonable proximity to the Township, an office with local, toll free telephone service and such staff as needed to take care of complaints, requests for missed collections, and other coordination with Township staff.

Phone service shall include multiple lines and voice mail. A dedicated phone line shall be provided for direct communication with the Township's Customer Service Personnel. The phone line shall be assigned to the Contractor's specific trained specialist in the Township's Contract. The Contractor shall identify the specialist to the Township. Failure by the Contractor's trained specialist to respond to the Township's requests within one hour could result in a penalty. The Contractor's office staff shall return any voice mail messages within sixty (60) minutes. Office hours shall be 8:00 a.m. to 4:30 p.m., Monday through Friday. Voice mail shall be available after hours. After hours voice mails shall be returned at the beginning of the next business day.

Section 100 Collection Area

The Contractor shall provide all collection services called for in this Contract within the Township.

Within the Collection Area, all materials shall be collected from the same Structure on the same day of the week. The collection days shall adhere to the schedule established by the Contractor and approved by

the Township per Section 123. Procedures for allowable scheduling changes during the term of the Contract are provided in Section 123.

Collection for Solid Waste and Recyclables shall be weekly for 12 months of the year. Collection of Bulky Waste Items shall occur one week per month on the regularly scheduled day of waste collection.

Section 110 Placement for Collection

Unless the customer qualifies under the Township's disability allowance for backyard Solid Waste or Recyclables collection, collections shall be made at the curbside, as determined by the Township. Subject to special arrangements made by mutual agreement between the Contractor and the Township on a case-by-case basis to accommodate extraordinary situations, Structures on the same side of the street on the same block shall place all Containers on the curbside.

The Contractor shall collect collection Carts, Containers or Bags placed as follows:

1. From properties with level planting strips, in the planting strip or driveway within five (5) feet of the curb;
2. From properties with sidewalks but not planting strips, on the owner's property, within five (5) feet of the sidewalk, if level;
3. When the foregoing location slopes at a grade making placement of a Container difficult, the nearest reasonable level area; and if the Structure has no sidewalk or planting strip, dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the customer and convenient to the Contractor's equipment, the Township will determine any disagreements over correct placement of Containers for collection. The Township's decision shall be final and binding.

After collection, the Contractor shall return the Container(s) in a neat and orderly manner to their original curbside upright position.

The Township shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing Containers back in their original location in a neat and orderly manner after collection.

Section 114 Placement for Collection -- Multi Family Dwellings

The Contractor shall collect Solid Waste, and Recyclables from Structures defined as Multi Family Dwellings, with service as follows:

1. Collection shall be performed from locations that are satisfactory to the customer and the Contractor for collection. Curbside placement of Containers is preferred but shall not be required. The Township shall determine if an alternative to Curbside Collection may be

used in lieu of curbside cart collection if that service is more appropriate. The Township shall mediate all disputes regarding location. The Township's decision shall be final and binding.

2. Residents of Multi Family Dwellings must not block access from the Contractor to Carts or Containers used for the collection of Solid Waste, or Recyclables.

The Contractor shall first notify the owner/manager when access is blocked. The Contractor shall also notify the Township

Section 120 Times of Collection

Start times within Residential Development is restricted to 6:00AM to 6:00PM Monday through Friday. The Township may approve start times of 5:30 AM on specific main arteries if requested by the Contractor.

Section 123 Scheduling of Route Days for Collection

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

Within 60 days of award of the Contract, the Contractor shall supply the Township with a map of the Collection Area showing the day of the week Garbage and Recyclables shall be collected from each sector. This map shall be generated electronically and shall also include route boundaries, route numbers and the truck number for the truck, which will normally collect the route.

At least one month prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of their collection day. The mailing will include material approved by the Township that explains the services included in the contract and the requirements for each household. The full cost of designing, printing and mailing the materials shall be the responsibility of the Contractor.

Prior to the first day of the first month of each contract quarter, the Contractor may change the day(s) of collection by giving notice to the Township at least forty five (45) calendar days, and affected customers at least fourteen (14) calendar days, prior to the effective date of such change. The Contractor shall provide the Township with an electronic listing of the changes at least fourteen (14) calendar days prior to the effective date of the change. The scheduling changes and the form of notice to the customer shall be subject to the approval of the Township.

Section 124 Private Roads

The owner(s) of private road(s) shall sign a waiver of damages provided by the Contractor, holding harmless the Township and the Contractor for any damage that may occur on the private road(s) in the course of Solid Waste and Recyclables collection. In the event such a waiver is not signed by the owner(s) of the private road, the owners shall take their Solid Waste and Recyclables to the curb of the nearest public street for collection. The format for said waiver shall be submitted to the respective Township forty-five (45) days prior to commencement of contract.

Upon request by the respective Township the Contractor shall provide a small truck for the collection of carts containing Solid Waste and Recyclables on private roads where it has been determined by the Township that a larger vehicle may cause roadway damage.

Section 125 Backyard Service Option

The Contractor shall provide backyard Solid Waste and Recycling collection service to customers who pay an additional amount for backyard service.. The Contractor shall collect materials from a backyard customer when the materials are in a convenient, accessible location as near as practical to the rear of the building or top of the drive. The fee for this service is an extra charge added on to the Base Collection Rate.

Individuals that meet the criteria for the Americans with Disabilities Act and are heads of household and with no other person residing at the Structure capable of delivering the Garbage to the Curbside may qualify for Backyard Service at no additional charge.

Backyard Service will be limited to 75 feet from the curb except for those meeting the Township's definition of disabled. Anything beyond 75 feet may be negotiated directly between the owner and the Contractor. For Backyard Service, there will be a limit on Solid Waste of two bags or one container or one cart.

Section 127 Temporary Discontinuation of Service

Customers who vacate their homes for a minimum of two months may temporarily discontinue service during that period. A minimum of ten (10) days advance notice shall be required. At the time the temporary discontinuation is requested, the customer shall provide a reactivation date that is no longer than Six months from the date of service discontinuation upon which the Contractor will immediately resume service and associated charges.

Section 128 Solid Waste Collection Options Including Carts

The Contractor shall provide 96-gallon carts for Solid Waste as requested by residents. The Contractor shall collect Solid Waste contained in all such Carts from the Structures serviced.

Carts shall be made available under two service scenarios, Base Collection Rate (unlimited quantities of Solid Waste) or Discounted Based Collection Rate (limited quantities of Solid Waste). It shall be the responsibility of the Contractor to devise a system or mechanism that distinguishes and identifies these service levels to the driver/helper. The Contractor shall provide an explanation of the system to the Township prior to implementation.

1. For residents who select the Base Collection Rate for unlimited quantities of Solid Waste.
 - a. An additional fee to rent a 96-gallon cart shall apply.
2. For residents who select the Discounted Base Collection Rate for limited quantities of Solid Waste

- a. The 96-gallon cart is included in the Discounted Base Collection Rate, no additional fees shall apply.
- b. Residents selecting this option are limited to solid waste that will fit inside of the Cart with the lid closed.
- c. The Contractor shall not collect Solid Waste in excess of the billed service level.
- d. Waste excessively above the rim of the cart that may spill while tipping should be removed and left behind with proper notification by the driver.
- e. If the lid cannot close securely on the Cart due to excess Solid Waste piled above the rim, and such waste will create spillage upon collection, the Contractor shall give notice to the customer that the material is in excess of allowable collection limits.
 - i. The Contractor's employee shall affix a non-collection notice to such excess Solid Waste not meeting the criteria specified above.
 - ii. The non-collection notice, approved by the Township, shall explain why the excess was rejected and instruct the resident how to contact the Contractor's customer service representative. The Contractor shall retain the other part of the carbonless notice.
- f. Accounts that have been given notice shall be placed on an Exception List (EL)
 - i. The Contractor shall transcribe this information on a daily basis into a format as approved by the Township, or such other format as subsequently agreed to by mutual agreement.
 - ii. The information shall include the address, account number, the reason and number of rejected units. This information shall be uploaded on a daily basis to the Township, or such other location as subsequently agreed to by mutual agreement.
 - iii. Failure by the Contractor to properly utilize this process could result in an indefensible penalty imposed on the Contractor should the customer issue a complaint to the Township.

The Township may randomly monitor routes, or portions of routes, on a regular basis. On a six-month basis the Contractor and Township shall determine any corrective action that should occur to deter frequent Solid Waste excesses and promote recycling.

Section 129 Service Level Adjustments

Residents may request a change in their level of service no more than one time per year. The Contractor may charge a flat \$10 delivery fee for the delivery or removal of carts for due to service levels adjustments. Only one delivery fee shall be charged per customer request regardless of the number of carts involved. If the customer is discontinuing use of a cart and fails to place the cart out for retrieval by the Contractor on the scheduled day of delivery, the Contractor shall make another attempt to remove it at no additional charge. If the second attempt fails, then the Contractor may charge the customer an additional \$10 fee.

Section 130 Disposal /Processing Facilities

The Contractor shall deliver all Municipal Solid Waste collected under this Contract to a permitted facility. The disposal/processing facility must have a current and valid permit/approval by OEPA or other state regulatory agency with equivalent Municipal Solid Waste permitting authority. On the Bid Forms, the

Contractor shall provide to the Township the name, location and permit number of the facility that will be used, and in accordance with Section 430 that the company will accept and can process Municipal Solid Waste, Garbage and Refuse, which are collected from the Township under this Contract and approved for acceptance under the provisions of its permit.

If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation from the facility in accordance with Section 430 that the company will accept and can process Municipal Solid Waste, Garbage and Refuse, which are collected from the Township under this Contract and approved for acceptance under the provisions of its permit. The Contractor shall provide or act as a recycling market outlet for the Recyclables during the Term of the Contract regardless of market fluctuations. On the Bid Forms, the Contractor shall provide to the Township the name, location of the facility that will be used. If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation from the facility in accordance with Section 400 that the company will accept and can process single stream recycling and will market the materials for legitimate recycling purposes.

The Contractor shall provide evidence throughout the contract that the Recyclables have been used or marketed for use for legitimate recycling purposes (e.g. reuse, use in manufacture of a new product), upon request of the Township.

Section 135 Scavenging

No "scavenging" shall be allowed by the Contractor. Scavenging means sorting through Municipal Solid Waste or Recyclables while collecting looking for items of possible value (usually by individuals without mechanized equipment) or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by owners for valuables accidentally misplaced or that may be lost and, under the Recyclables collection programs, sorting out from the Recyclables collected, materials that were not eligible for the program and disposing of the ineligible materials as Solid Waste.

Section 138 Large Item, Bulk Item and White Good Collection

The Contractor shall provide collection of Large Items, Bulk Items and White Goods one week per month on the regularly scheduled day of collection for Garbage and Recyclables.

Residents may place one Bulk Item or one White Good at the Curb for collection. Two Large Items which do not exceed twenty five (25) pounds in weight will be considered the equivalent of one Bulk Item.

Large Items, Bulk Items and White Goods shall not be placed for collection on the Curbside as to interfere with the collection of Garbage, Recycling Carts or on any street right of way or public place. The Contractor shall not be responsible for the collection of any material improperly placed for collection.

"Large Items" shall include items that are too large to be placed inside the cart or inside of a 32 gallon bag, with an individual weight no greater than that allowed for a can, cart or bag and which do not meet the definition of a Bulk Item. These items include lamps, bicycles, large toys and small swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin

lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

"White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, and trash compactors and other items as agreed by the parties. Appliances must be certified Freon free.

"Bulk Items" shall include such items as chairs, tables, armoires, chests, headboards, couches, mattresses, cabinets and dressers, and other items as agreed by the parties. Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulk waste.

Prior to the start of collections, the Contractor and the Township will compile a comprehensive list of items meeting the definition of Large Items, Bulk Items and White Goods. The Township shall have final approval of the list.

Section 140 Holiday Collections

Although permitted not to provide collection services on multiple legal holidays in the Bid Specifications, Rumpke has agreed that it will utilize its current holiday schedule and provide collection services on all holidays except New Year's Day and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The Township will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 143 Service Disruptions Due to Weather

When snow or ice prevents collection on the scheduled day, the Contractor shall make collection on the next weekday. Residents will be instructed by the Contractor to clear snow and ice to provide for visibility and access of carts, bags and other material. For backyard service, residents will also be instructed by the Contractor to provide access, clear of snow and ice that allows maneuverability of the cart. Should the Contractor determine that access is not possible, the Contractor may request that trash be placed adjacent to the public roadway.

If snow and ice conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and Containers have been filled. Bulk items, white goods, and large items are still restricted to the limits in Section 138.

The Contractor shall notify the Township as soon as possible of any non-collection days due to snow or ice. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day. When delays due to snow and ice occur and regular collection service does not resume, as described above, or if when regular collection service does resume the Contractor fails to collect all of the materials at curbside,

it shall be considered a "failure". In the event of such failure, the Township shall deduct \$250 from the Contract Deposit Fund for each individual collection route which was not fully collected.

Section 145 Service Disruptions Non-Weather Related

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor must provide all the collections required during the collection week.

Section 148 Missed and Make-up Collections within the Contractor's Control

Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification by the Township. The Township shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service. The Township shall transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection. Bulk items, white goods, and large items must have tags.

Solely for the purposes of Section 148, the "business day" includes Saturday.

Notwithstanding the foregoing, the Township may require the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a bag or temporary Container as well as additional bundles; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer.

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Contract; and for Solid Waste and Recycling collection, that placement did not comply with Section 110 or that as to Multi Family Dwellings with Section 114 respectively; provided that the Contractor shall have left a Township printed tag on all material left because it was not prepared properly, it was overweight or for other reasons.

The Contractor, by 8:30 a.m. the next business day, must notify the Township of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order with a Customer account number. The EL shall be transmitted electronically.

Any complaints received by the Township between 8:30 a.m. and the time the Contractor actually transmits the EL shall be treated by the Township as a miss and the Contractor shall be required to return and collect the missed material, even if the address appears on the Contractor's EL.

If the Township transmit a miss complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the Township within four (4) business hours of its receipt, and the miss shall not be collected.

The Contractor shall pick up all miss complaints sent by the Township by the end of the day following receipt of the miss. If the miss is on the Contractor's EL, or the miss was a late complaint call, the Contractor may charge the Township for a special collection.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a Township printed notice, explaining why the material was not collected. The Contractor shall also inform the Township by the end of the business day of the addresses that were not collected and the reason for the non-collection.

All miss complaints transmitted to the Contractor on Friday must be collected by the end of the day Saturday. If it appears to the Township that the Contractor is not collecting these misses by the end of the day Saturday, the Township have the option of having other personnel collect these misses. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.

The cost of this option along with penalties will be deducted from the Contract Deposit Fund.

This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route. As used in this paragraph a collection complaint is limited to a missed Solid Waste or Recyclables collection, non-delivery of a Solid Waste or Recyclables collection Container within the period of time specified in this Contract, or not returning collection Containers to their original location after collection.

Section 150 Supplying Recycling Carts or Optional Solid Waste Carts

All Carts shall be furnished by the Contractor. The Contractor shall provide a 65 gallon Recycling Cart for all units. The Contractor will ensure that the serial numbers of the delivered Carts are properly recorded for each address.

Optional 96-gallon Solid Waste Carts shall be delivered between seven to 15 days prior to the first scheduled day of collection for those residents that have selected that option. For the first year of the Contract, the Contractor shall deliver the Recycling Carts to each residential account no later than April 23, 2021, for service to commence on May 1, 2021. The Contractor will be responsible for delivery of Carts for exchanges and replacements. The solid waste/recycling Carts shall be designed to contain bags of solid waste or unbagged co-mingled Recyclables generated at single-family residences, and multifamily dwellings.

The Carts shall be provided with instructions for proper use, including any customer actions that would cause damage, such as placement of hot ashes in the Container causing the Cart to melt, and procedures

to follow to minimize potential fire problems. Reproduction and distribution of the pamphlets shall be at the Contractor's cost.

Section 151 Wheeled Cart Specifications

The Wheeled Carts supplied by the Contractor must comply with the following Minimum Acceptable Features and Performance Requirements. No exceptions have been granted from these requirements during the bidding process. The contractor shall deliver only the container or containers that were identified in its Bid Forms.

Manufacturing Processes And Materials

Each universal roll out cart shall consist of a body, lid, wheels, axle and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

Process

Each container must be made from the injection-molded or the rotational molded process only.

Plastic Material

Base plastic resin for the cart body and lid must be first quality high-density polyethylene (HDPE) or medium-density polyethylene (MDPE) supplied by a national petrochemical producer such as Dow Chemical or Exxon Mobil. Off-spec or wide spec material and dry blending of material is not acceptable. The bidder must submit technical data sheet(s) from the resin producer.

Resin Additives

The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive. and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer

The bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

Recyclability

The bidder must include with the bid any option for the repurchase/recycling of containers at the end of their useful life.

Container Requirements

The universal roll out carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows

The bidder must include with the bid any option for the repurchase/recycling of containers at the end of their useful life.

ANSI Conformance:

Containers proposed herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for “Type B/G” containers.

The bidder must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for “Loading and Unloading Test for Carts” must clearly state that the required 520 dump cycles under the cart’s full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.

Interior Construction

The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped.

Stability

Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds averaging 45 mph for a 96-gallon cart and 40 mph for a 65-gallon cart when empty (based on the average wind resistance of the four sides of the cart).

Lift System

Each container shall be equipped with attachment points, which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower bar must be designed to withstand over ten (10) years of lifter attachment, and must be a 1” diameter galvanized free floating steel bar or integrally molded plastic catch bar. The length of the bar must be between 9” and 10”. If the container has a free floating steel bar, it must be held in place by a latch/push pin. The latch/push pin must be located on the inside of the cart to avoid interaction with the cart tippers. Latch/push pins placed on the outside of the cart are unacceptable. The lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Containers with bolted-on lower bars are NOT acceptable.

Abrasion Protection

The containers must be designed with a drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded-in wear strip

Rim Of Body

The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.

Lid

The lid shall be of one piece construction, injection molded of high density polyethylene resin (HDPE). The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it

no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or container body. Lid counter weights are unacceptable. The manufacturer may not attach lids to containers using metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic or rustproof steel only. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology.

Handles

Each container must be equipped with a handle that is a minimum of 1" diameter. The handle and handle mounts must be an integrally molded part of the container body. The handle shall be designed to afford the user positive control of the loaded cart at all times. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

Axle

The axle must be a minimum of 5/8" diameter, high strength steel fully supported by cart body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Axles attached by means of bolts or rivets are unacceptable.

Ease Of Assembly And Disassembly

The bidder must supply a container assembly instruction sheet with their response. The instruction sheet should include a list of container parts and a list of tools needed for assembly.

Parts Availability

All bidders will supply a listing of replacement parts available for their model container.

Color

Containers must be a distinctive color impregnated into the plastic. Painted universal refuse carts are unacceptable. Township and chosen vendor will mutually determine color(s).

Load Rating

The 96-gallon container must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.

96-gallon – minimum 332 pounds

65-Gallon –minimum 227 pounds

Maneuverability

To ensure that the proposed 65 and 96-gallon container is easily operated by the citizens of Township, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 Force To Tip testing that clearly defines the container's maximum average tipping force.

For the 96-gallon container the results of this testing may not exceed a maximum average of 77 pounds.

For the 65-gallon container the results of this testing may not exceed a maximum average of 35 pounds.

Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.

Resin Weight

The container provided must be manufactured to achieve a minimum resin weight of the following:

96-gallon – minimum 34 pounds

65-Gallon –minimum 27 pounds

Wall Thickness

The quoted container must have a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism).

Capacity

The total capacity of the container body, excluding the lid, must be 95 U.S. gallons (+/- 2%) or if applicable 65 gallon (+/- 2%). Contractor must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

Wheels

Wheels shall be minimum 10" in diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs.

MARKINGS

Serial Number Bar Codes

Each recycling cart must have a serial number branded in white on the body. The final serial number bar code shall be determined by the Township, but will contain 8-9 alphanumeric digits. Adhesive or sticker serial numbers are not acceptable. If required, the serial numbers must have the ability to be integrated with a radio frequency identification (RFID) tag. The manufacturer will maintain a file that will identify the date of manufacture by the serial number.

Recycling Container Logo

The Township Recycling Logo shall be affixed by hot stamp onto both sides of the Recycling Cart body.

User Instruction

Instructions for the safe use of the container must be molded into each lid. Instructions shall be approved by the Township.

Load Rating

The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Warranty

The Contractor must submit a warranty specimen of the exact warranty offered for the universal refuse carts. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation.

If the Contractor's warranty extends only to the first purchaser of containers the warranty must name the Township as such.

The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

Failure of the lid to prevent rainwater from entering the container when in the closed position.

Damage to the container body, lid or any component parts through opening or closing the lid. The contractor must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation.

- Failure of the lid to prevent rainwater from entering the container when in the closed position.
- Damage to the container body, lid or any component parts through opening or closing the lid.
- Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous easy mobility as originally designed.
- Failure of any part to conform to minimum standards as specified herein.

Section 155 Damaged Cart Repair or Replacement

The Contractor shall be responsible for the repair and replacement of all Carts supplied by the Contractor and/or Township as part of this contract and subsequently damaged. Except for instances of gross negligence on the part of the Resident, the repair or replacement will be at no additional cost to the Resident. The Contractor will ensure that the serial numbers of the removed or decommissioned Carts which were previously recorded are removed for each address. The serial numbers for the replacement Carts must then be recorded for that address.

Section 156 Lost, Missing or Stolen Cart Replacement

Carts supplied by the Contractor and/or Township, as part of this contract are to remain at the property address to which each was assigned. The property owner shall be accountable for Carts assigned for use at each property address. For a fee of \$60.00, agreed upon by the Contractor and the Township, the Contractor will deliver replacements for trash Carts, which are reportedly lost, stolen, or missing from an assigned address. The Contractor shall have a process to retain and track the serial numbers of missing Carts to help identify them if they appear elsewhere.

Section 190 Implementation Plan

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be reviewed by the Contractor and the Township after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and if necessary include completion dates for an activity.

1. Container ordering, inventory and supply procedures;
2. Container delivery and exchange procedures;
3. Procedures for documentation of customer service levels, cart serial numbers, account numbers, etc.
4. Procedures for notifying customers of new collection days;
5. Procedures for orientation of collection and Container delivery personnel including route coordination/cooperation with Township staff
6. Procedures for transmitting information to and from the Township to the Contractor;
7. Standards for the electronic transfer of information;
8. Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

Section 193 Meetings and Communication

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet on a regular basis as follows:

- 1) The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase."

During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Operations Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate

Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.

- 2) After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held

for the purpose of reviewing and discussing day-to-day operations, promotion, public information, and public relations.

- 3) Meetings shall be held at the offices of the Township unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 195 Program Information

Prior to May 1, 2021, the Contractor shall deliver to all Structures receiving service under this Contract, at least the following information:

1. Collection schedule information (day of week, time of day and collection frequency);
2. Material to be collected and how such material is to be prepared;
3. Date that customer should begin using any new Carts/Containers that are delivered;
4. Container placement information;
5. Any collection options available to the customer, such as additional Carts/Containers; and
6. Telephone number that customers should call for additional information, or for questions.

The above information shall also be attached to any new collection Carts/Containers delivered to customers. All such informational material shall be approved by the Township prior to distribution. The cost of design and production of such materials shall be the responsibility of the Contractor.

Section 198 Recycling Publicity

The Contractor, at the Contractor's own cost shall:

1. Design, produce and deliver to the Township and to all Structures receiving service under this Contract "user friendly" recycling "how to" information and promotional material for each Structure at least seven days prior to the first recycling collection on May 1, 2021;
2. Design, produce and deliver to the Township and to all Structures receiving service under this Contract yearly updates of the educational material informing customers of any problem areas, and Township approved changes in the program,;
3. Provide an experienced Contractor spokesperson for media and community requests for presentations and to act as a Publicity and education director to coordinate the above activities.

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ARTICLE VI
MANNER OF COLLECTION
(outlined in Bid Specifications)

Section 200 Contractor's Responsibilities

The Contractor shall be responsible for furnishing all supervision, labor, materials, and equipment necessary to perform the collection, processing, marketing services described in this Contract.

The Contractor shall assign a Field Route Supervisor whose responsibility is to communicate with the Township and monitor all activities related to this Contract including but not limited to: the completion of the routes; maintenance, repair and delivery of the carts; resolution of missed pick-ups and complaints; clean-up of spillage; and equipment breakdowns. On the days of collection the Field Route Supervisor shall be physically located in the Township to interact and communicate with route personnel and communicate with the Township to resolve service issues and complaints. The Contractor shall provide the Field Route Supervisor with a cell phone equipped with voice mail. Failure by the Field Route Supervisor to respond to all communication from the Township within one hour may be subject to Liquidated Damages.

The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and workmanlike manner so that the residents within the Township are provided reliable, courteous and high- quality Solid Waste collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.

Contractor shall perform all work in accordance with the Contractor's Bid, the Bid Documents, and addendums, and Public Notices all sections of which are incorporated herein whether or not such sections are specifically referred to in any other section of this Agreement.

Section 210 Employee Conduct

The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Carts/Containers to their original location and, if on private property, follow the regular pedestrian walkways and paths; and not cross flower beds or through hedges. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. The identification shall be subject to approval of the Township.

Personal Identification: The Contractor shall provide all Contractor employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards

at all times for monitoring purposes. When requested to do so by any of the Township's Staff or by Generators, the Contractor's employees shall submit their identification cards for inspection.

Uniforms: The Contractor shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

Unsatisfactory Performance by Employees: When the Contractor identifies unsatisfactory conduct by an employee or when the Township notify the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the Township request of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their original location, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks, endangering customers or driving dangerously.

Under Level One, the Township will send a written notice, via U.S. mail, fax, or email, informing the Contractor of the unsatisfactory conduct.

Under Level Two and Three, the Township will notify the Contractor by telephone within five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax, or email, within ten (10) working days.

Written notices will identify the level of the notice, and the specifics of the incident.

Section 220 Spillage and Emergency Clean-Ups

The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel) for this purpose. The Contractor shall immediately commence clean up of any hydraulic, transmission, or other oil spill, or commence clean up of any spillage, which creates a hazardous condition (such as a spillage involving glass). If the Township notifies the Contractor of spillage or similar incidents, clean-up must commence within one hour of when the notification was delivered.

The Contractor shall provide with the bid documents a current and up to date Emergency Management Plan, which will be available in each vehicle servicing the contract. The plan shall include the procedures to be implemented in the event of a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; or other emergencies.

The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; up to date contact information for the Contractor's responsible personnel; contact information for the Township; instructions on how to contain and mitigate the emergency.

Section 240 Customer Grievances

The Contractor's Field Route Supervisor will be responsible for adjudicating customer grievances. At the Township's request, the Field Route Supervisor will join the Township in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the Township shall be final and binding.

ARTICLE VII MATERIAL PROCESSING (as outlined in Bid Specifications)

Section 400 Recycling Processing Facility

The Contractor shall be responsible for processing Recyclables collected by the Contractor and/or processing all Recyclables collected under Township Contract. Recyclables may not be deposited as Solid Waste at a landfill or incinerator. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss). The Township shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

In the event of an assignment, subcontract, or delegation of duties for processing and marketing of Recyclables, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Township for the satisfactory performance of the work assumed.

On the form provided by the Township, the Contractor must provide with his bid documentation, from the subcontractor or other entity (ies) proposed to be responsible for marketing and processing of Recyclables, certification of its capabilities and capacity to perform the work involved or responsibility undertaken.

The Contractor's arrangements for Recyclables, including the contingency plan to avoid disruption of the Recycling program through a temporary shutdown in processing, submitted by Contractor with the bid documents and are subject to review and approval of the Township before the Contractor begins processing any Recyclables.

The processing system must be capable of accepting the following materials for single stream recycling: aluminum cans, cartons, plastic bottles & n jugs, bi-metal/steel cans, newsprint, magazines, phone books, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper.

The processing system shall be capable of processing the Recyclables to the degree necessary to be marketable and average less than 15% processing residuals remaining on a regular basis. The system shall have sufficient capacity to receive, process, and store all materials collected each day, and each week under this Contract.

The processing facility shall conform to applicable zoning, regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet pertinent state or local regulations and/or Contract stipulations, the Contractor shall, upon Township approval, arrange for processing of collected Recyclables at a facility that meets all such regulations and/or stipulations. The Recycling processing facilities shall be subject to inspection by Township staff during business hours to determine compliance with this Contract and to verify reporting. Township staff shall notify the facility upon arrival.

Section 430 Solid Waste Disposal/Processing Facility

The Contractor shall be responsible for disposal/ processing of Solid Waste, Garbage and Refuse collected by the Contractor under the Township Contract at a permitted facility.

The processing facility must be permitted/approved by the OEPA or equivalent regulatory agency if located in another state, to accept Municipal Solid Waste. The processing facility shall conform to applicable zoning, environmental, health and safety regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet these environmental, health and safety regulations, or other pertinent federal, state or local regulations and/or Contract stipulations, the Contractor shall arrange for disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse at a facility that meets all such regulations and/or stipulations.

The Contractor's arrangements for disposal/processing of collected Municipal Solid Waste, Garbage and Refuse, including a contingency plan to avoid disruption of the collection program through a temporary shutdown in disposal/processing, shall be submitted with the bid documents and are subject to review and approval of the Township before the Contractor begins processing any Municipal Solid Waste, Garbage, and Refuse. The disposal/processing facilities shall be subject to inspection by Township staff during business hours to determine compliance with this Contract and to verify reporting. Township staff shall notify the facility upon arrival.

In the event of an assignment, subcontract, or delegation of duties for the disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Township for the satisfactory performance of the work assumed.

On the form provided by the Township the Contractor must provide with his bid documentation, from the subcontractor or other entity(ies) proposed to be responsible for disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse, certification of its capabilities and capacity to fully and faithfully perform the work involved or responsibility undertaken.

ARTICLE VIII
DISPOSAL PROHIBITION
(as outlined in Bid Specifications)

Section 500 Contamination and Residuals

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Recyclables collected under this Contract, or marketing materials to a third party that the Contractor knows will dispose of the materials. Violation of this Contract provision may be cause for termination. The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of the Contractor. Residuals due to processing or collection methods should average less than 15% on a regular basis.

ARTICLE IX
REPORTING REQUIREMENTS
(as outlined in Bid Specifications)

Section 610 Daily, Monthly, Quarterly, and Annual Reports

DAILY REPORT

The Contractor, by 9:00 a.m. the next business day, must notify the Township of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order with a Township account number. The EL shall be transmitted electronically.

MONTHLY REPORT

The Contractor shall submit monthly reports, on forms provided by the Township or in a format mutually agreed upon by the Contractor and the Township, for the length of the Contract period commencing upon Notice To Proceed. These reports shall be due within ten business days after the end of the month. At a minimum, the reports shall include:

1. Summary of tonnages, from weight receipts of all collected material;
2. Number of Structures setting out Recyclables on each route;
3. Summary of tonnages of all processed material sold, by type of material
4. Summaries of the recycling residual contamination rate, including the weight of materials collected in the Township and disposed of due to contamination;
5. Status of all complaints or Contract violation notices forwarded to the Contractor by letter from the Township or from customers during the month including, but not limited to:
 - a. Replacement of Containers
 - b. Employee misconduct
 - c. Contractor responses to citizen's damage claims;

6. Description of progress in meeting the implementation schedule including any problems encountered and how they were resolved.
7. A summary by size and type of containers delivered and containers remaining in inventory. The Contractor and the Township Administrators or designees will cooperatively work on annual reports to the Township Trustees dealing with implementation and operational issues.

ARTICLE X COMPENSATION

(as outlined in Bid Specifications)

Section 700 Payment for Contract Services

1. The Contractor shall be solely responsible for the individual service billing of the respective property owners utilizing this service. The Township may assist in the compilation and accumulation of the service billing lists but the ultimate responsibility for its preparation/compilation, accuracy and completeness rests with the Contractor. The accurate and efficient billing and administration of such documents is also the sole responsibility of the Contractor.
2. The Contractor will bill all service accounts in advance no more frequently than a three (3) times per year basis (in advance for each four (4) month period (i.e. - January-April; May- August; September-December), and no less frequently than a four times per year basis (in advance for each three (3) month period (i.e. - January-March; April -June; July- September; October-December) The contractor shall offer a five (5) percent discount for any resident paying on a yearly basis prior to the end of April of each contract year.
3. All property owners shall be billed for each occupied unit. Exceptions shall be limited to those defined in the Township resolution regarding solid waste and recycling services.
4. Qualified residential households may be exempt from service if the resident is permitted to dispose of his/her Solid Waste as his/her place of employment. The Contractor and the Township will require the resident seeking this exemption to submit a notarized, written statement from his/her employer on company letterhead verifying that the resident is authorized to dispose of all of his/her Solid Waste at the employer's establishment. Exceptions shall be limited to those defined in the Township resolution regarding solid waste and recycling services.
5. Qualified residential households which are considered working farms may also be exempt from service if the resident provides to the Contractor and the Township a County-issued CAUV document stating that his/her property is eligible to receive the CAUV designation for property taxes.
6. The Township may designate other exemptions to the service requirements in the Township resolution regarding solid waste and recycling services.

7. Billing Rates shall be established in Appendix C attached hereto and incorporated herein by this reference. The adjusted rates contained in that Appendix for two, three, and four family services shall be applied only when a single invoice is provided for the entire two, three or four family structure.
8. The Contractor agrees to provide the Township with an accurate current listing of service accounts upon written request, one hundred eighty (180) days prior to the expiration of this contract.
9. Rumpke, as the successful bidder, will pay the administrative costs for the preparation of the district RFP and bid review in the amount of \$20,000 directly to Cost Management Alliances. This payment shall be the only amount due to Cost Management Alliances for their services rendered.

Section 710 Late and Delinquent Accounts

1. A service charge for late payment may be assessed if payment is not received after fifteen (15) days from the date payment was due.
2. Service charges for late payments may not exceed ten percent (10%) per billing period.
3. Accounts will be considered delinquent if payment has not been received after forty-five (45) days from the date payment was due.
4. Services to delinquent accounts may be discontinued if payment has not been received after sixty (60) days from the date payment was due.
5. Once payment is made, to resume service the Contractor may charge a reactivation fee not to exceed \$10.
6. The Contractor may use all legal mechanisms available to prosecute and collect from delinquent accounts whose service has been discontinued.

Section 720 Adjustments and Payment Indexing

FUEL COST ADJUSTMENT

For purposes of this Contract, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to annual fuel cost adjustments. Fuel cost increases/decreases shall be determined by the fuel cost adjustment formula included in this section. Items 1 through 5 of the Information and Assumptions for Calculating Adjustments show the Township interpretations of the components of the fuel cost adjustment calculation. On a form provided by the Township, the Contractor will submit the calculations for the fuel cost increase or decrease adjustment based solely on the information and assumptions of the Township as shown herein and using the fuel cost adjustment formula. Documentation from the sources of the variables shown in item 6 of the Information and Assumptions for Calculating Adjustments must be provided with the form and calculations.

THE FUEL COST ADJUSTMENT FORMULA:

$$\begin{aligned} &(\text{ROUTE MILES}) \times (\text{FUEL PER MILE}) \times (\text{ROUTE VEHICLES}) \times (\text{WEEKS PER MONTH}) = \\ &(\text{Gallons fuel per month}) \times (\text{VARIANCE PRICE PER GALLON}) = (\text{Cost of fuel per month}) / (\text{HOUSING UNITS}) = \text{Fuel Cost Adjustment to BASE COLLECTION RATE per month per residential unit.} \end{aligned}$$

INFORMATION AND ASSUMPTIONS FOR CALCULATING ADJUSTMENTS

1. **ROUTE MILES PER WEEK:** The estimated route miles within the Township , which will be adjusted for growth on May 1, 2022 and on the same date each contract year thereafter. Route miles per week were determined by doubling the total number of miles on all roadways located within the boundaries of the Township, including private roads and in addition a standard allotment of miles covering roundtrips to all disposal /processing facilities and the origin of operation of the Contractor's vehicles; (based on information provided in Bid Form 3)
2. **HOUSING UNITS:** The number of residential units per week serviced, which will be adjusted for new starts and stops on May 1, 2022 and on the same date each contract year thereafter;
3. **FUEL PER MILE:** 0.25 gallons of fuel consumption per mile;
4. **ROUTE VEHICLES:** 2 vehicles per home; (1 vehicle for Solid Waste 12 months per year; 1 vehicle for Recycling 12 months per year;)
5. **WEEKS PER MONTH:** 4.33 weeks per month;
6. **VARIABLES AND SOURCES**
 - a. The variance of the cost of a gallon of fuel based on the US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel PRICE published on the date closest to April 1, 2021 compared to the average annual retail US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel published on the date closest to February 1, 2017. On February 1 each contract year thereafter the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL on that date will be compared to the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON- HIGHWAY DIESEL PRICE of the previous year. The average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE will be determined by tracking and adding the published weekly 5 day averages throughout the year and dividing by 12.; and
7. Fuel cost increases/decreases shall be calculated by April 1, 2022 and become effective May 1, 2022 and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.

Section 721 Notification for Unusual or Unanticipated Costs

MUNICIPAL WASTE FEE OR TAX ADJUSTMENT

1. MUNICIPAL WASTE FEE OR TAX ADJUSTMENT
2. The Contractor may notify the Township at any time of additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These are limited to Federal, State, County, or County Solid Waste District laws, ordinances, regulations, or designation agreements newly adopted, revised, or amended after May 1, 2021, that place a direct fee or tax per ton on Municipal Solid Waste disposed by the Township. For purposes of this Contract, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to the Municipal Waste Fee or Tax Adjustment. The increase per unit per month shall be calculated using the Municipal Waste Fee or Tax Adjustment Formula included in this section. On a form provided by the Township, the Contractor will submit the calculations for the Municipal Waste Fee or Tax Adjustment based solely on the information and assumptions of the Township as shown herein and using the fuel cost adjustment formula. THE MUNICIPAL WASTE FEE OR TAX ADJUSTMENT FORMULA:
3. $(\text{ANNUAL CONTRACTED DISPOSED TONS}) \times (\text{FEE OR TAX}) / (\text{TWELVE MONTHS}) / (\text{HOUSING UNITS}) = \text{Municipal Waste Fee or Tax Adjustment to BASE COLLECTION RATE per month per residential unit.}$
4. INFORMATION AND ASSUMPTIONS FOR CALCULATING ADJUSTMENTS
5. ANNUAL CONTRACTED DISPOSED TONS: the total annual reported tons of Municipal Solid Waste collected and disposed from single family and multi-family residential units located in the Township and included in this Contract.
6. FEE OR TAX: the amount \$_per ton of the direct fee or tax per ton on Municipal Solid Waste resulting from a Federal, State or County law, ordinances or regulation newly adopted, revised, or amended after May 1, 2021.
7. HOUSING UNITS: The number of residential units per week serviced_, which will be adjusted for new starts and stops on April 1, 2022 and on the same date each contract year thereafter;

Section 730 Contract Deposit Fund

Upon signing the Contract, the contractor shall deposit the sum of \$10,000 with the Township in an interest bearing account, to be known as the Contract Deposit Fund, which will be maintained and controlled by the Township. The Fund shall remain in the control of the Township throughout the term of the Contract. The Contractor submitted a \$10,000 deposit to the Township prior to the start of the previous 5-year contract that began on April 1, 2016, this deposit will be retained by the township and be considered the new Contract Deposit Fund for the new contract term of May 1, 2021 thru April 30, 2026.

The Fund shall be used by the Township solely for the satisfaction of payments, charges, and penalties provided for under the terms of the Contract. During the term of the Contract the Fund shall be replenished by the Contractor to its original amount of \$10,000 should the amount drop below \$5,000, within 30 days notification by the Township. Upon termination of the Contract, any money remaining in the fund, including accumulated interest, shall be returned to the Contractor.

Section 750 Wage Increases for Employees

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from

changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense respectively, except as noted herein.

Section 760 Hiring Preference

The Contractor and subcontractors shall give hiring preference to any Solid Waste, or Recyclables collection workers who are displaced as a result of the Township awarding this Contract.

ARTICLE XI EQUAL OPPORTUNITY/NON-DISCRIMINATION (as outlined in Bid Specifications)

Section 800 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, 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 setting forth the provisions of this non-discrimination clause.

The Contractor shall be responsible for the compliance of subcontractors or joint venturers. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 820 Non-Discriminatory Service

The Contractor will not discriminate against any customer or Township resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

ARTICLE XII SECURITY; LIABILITY; DAMAGES (as outlined in Bid Specifications)

Section 900 Performance Bond

Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract.

Said bond or letter of credit must be in the amount of 50% of the total annual cost of awarded service.

The bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the Township of the renewability of the current bond at least 90 calendar days before it expires.

The bond shall be for the use and benefit of the Township, with a surety company authorized to do business in the State of Ohio and acceptable to the Township. Said bond shall be conditioned that such Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein and that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.

Such bond shall be submitted to, and subject to approval of the Township prior to its effective date.

Failure of the Contractor to furnish and maintain said Performance and Payment Bond shall be considered a material breach of this Contract and grounds for its immediate termination at the option of the Township.

Section 910 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

1. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the Township, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
2. Has failed on three or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 143;
3. Is unable to accept, for any period of time, Recyclables for processing and as a result of such non- acceptance, collection of Recyclables is suspended; or
4. Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the Township shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.

In the event the Contractor fails to show, to the satisfaction of the Township, why the Contractor should not be declared to be in default of this Contract and Township may make such declaration.

In declaring the Contractor to have defaulted on the Contract, the Township also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Township pursuant to Section 65 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performances within forty-eight (48) hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the Township to use all, or whatever portion is desired by the Township, of the materials and equipment described on the most recent inventory submitted to the Township pursuant to Section 65 hereof, for collection and processing purposes for a period of up to six months following the date of the declaration of default by the Township without requiring the Township to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the Township to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the Township pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the Township be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the Township's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event the Township secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the Township shall retain such difference; but in the event such cost to the Township is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the Township.

All payments due the Contractor at the time of default, less amounts due the Township from the Contractor, shall be applied by the Township against damages suffered and expense incurred by the

Township be reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the Township provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

Section 920 Commitment of Equipment.

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 65 for use in the performance of this Contract (called "such property") shall be available for use in collecting Solid Waste and Recyclables in the Collection Area, and shall be available for use in processing Recyclables for the duration of this Contract. When provided, this Section applies to the replacement and substitute.

For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
2. In event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after notice to do so, allow the Township to use without further documentation all or a portion of such property, at the Township's discretion, for a period of up to six months following the date of the Contractor's declaration of default, to provide such collection services on the condition that the Township pays to the Contractor's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the Township from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the Township's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the Township and surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections 1), 2) and 3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the Township for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The Township's approval shall not be unreasonably withheld.

Section 950 Indemnity

The Contractor(s) shall defend, indemnify and save harmless the Township and the Township officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the Township or the Township's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of the Township, or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of the Township.

Section 960 Liquidated Damages

This Section is independent of Section 910. The acts or omissions, within the control of the Contractor, in the left-hand column are a breach of this Contract; the amounts in the right hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the Contract Deposit Fund as determined by the Township.

The Township shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis. Should the Township neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Township to enforce such penalty retroactively or in the future. Should the Township neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Township to enforce such penalty retroactively or in the future.

<Remainder of page left blank intentionally>

SECTION	OMISSION	LIQUIDATED DAMAGES
50	Unsanitary condition of vehicle exterior or interior cab	\$100 per incident
50	Failure to provide personnel and collection vehicles sufficient in number and capacity to service all Structures at the frequency and level of collection specified	\$250 per vehicle per day
80 200	Failure by the Field Route Supervisor or Customer Service trained specialist in the contract to respond to the Township within one hour.	\$100 per incident
120	Commencement of collection prior to 6:00 a.m. except as expressly permitted	\$100 per incident (each truck on each route is a separate incident)
123	Collection from Structures on other than the day specified, including early collection due to a holiday.	\$20 per Structure, to a maximum of \$500 per truck per day
143	Failure to make collection on the next weekday when snow or ice prevents collection on the scheduled day. The Contractor shall if such conditions continue for an entire week, or more, failure to, on the first day that regular service to a customer resumes, collect all the materials that were amassed for or collection during the interval when collections were missed.	\$250 per day In addition to the above damages, the Contractor shall not be paid for work not performed.
145	Failure to collect missed Solid Waste or Recyclables, or paid specials, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Cart \$50 each incident per Detachable Container
148	Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2 nd notice regarding no collection.	\$200 each incident
148	Missed collection of an entire block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street.	\$150 per whole block

150	Failure to deliver or replace Solid Waste or Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
220	Failure to collect spillage	\$10 per incident

ARTICLE XIII
ANCILLARY PROVISIONS
(as outlined in Bid Specifications)

Section 1000 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the Township of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

Section 1010 Assignment; Subcontracting; Delegation of Duties

Except for the subcontracting identified in the Contractor's bid the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the Township, which will not be unreasonably withheld.

In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Township for the satisfactory performance of the work assumed. The Township may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the Township to fully and faithfully complete the work or responsibility undertaken.

Section 1020 Audit

The Contractor shall maintain in its office full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting Contractor's work on this Contract. The Township may require an audit of such books and records at any reasonable time, at the Township's expense. Such audit will be conducted by another reputable, competent certified public accounting firm with experience in auditing public service companies selected by mutual agreement of the Township and the Contractor. Audit information will be kept confidential, except as public disclosure laws may require disclosure.

Section 1030 Contract Rights

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by

the Township and performance by the Contractor do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 1040 Interpretation

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 1050 Law; Venue

The laws of the State of Ohio and Charter of the Township shall govern the validity, construction, and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in the available courts of Hamilton County.

Section 1060 Notices

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered mail, return receipt requested, or by email to the parties at the following respective addresses:

To the Township:

*Geoff Milz, Administrator
Colerain Township
4200 Springdale Road
Colerain Township,
OH 45251
513-385-7500*

To Rumpke:

*Dean Ferrier
Rumpke of Ohio, Inc.
10795 Hughes Road
Cincinnati, OH 45251
513-851-0122 ext. 5273
Dean.ferrier@rumpke.com*

Section 1070 Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 1080 Termination

Notwithstanding any other provisions of this Contract, the Township may terminate this Contract upon a default under or breach of this Contract by the Contractor. A termination for violation of any provision shall take effect in fifteen (15) calendar days after delivery of notice of termination.

Section 1090 Transition to Next Contractor

In the event that Contractor is not awarded a contract to continue to provide Solid Waste collection services, Contractor shall cooperate fully with Township and the subsequent contractors to assure an orderly and effective transition. Such cooperation shall include, but not be limited to, providing route maps, route lists and other similar information.

Section 2000 Background Information

Appendix A includes information provided by the Township for use by the Bidders at their own risk. The types and numbers of occupied units were derived from the best available information, but are not guaranteed to be 100% accurate. The number of units that may opt for various levels of service are purely estimates.

ARTICLE XIV MISCELLANEOUS PROVISIONS

This Agreement constitutes the entire agreement between the Township and the Contractor and may only be altered, amended, or repealed by a duly executed written instruments.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The failure of the Township to insist in any one or more instances upon strict compliances with any of the provisions of this Agreement or the Contract Documents shall not be construed as a waiver or relinquishment of the Township's right to thereafter require strict compliance.

The representatives of the Contractor whose signature is affixed to this Agreement affirms that he has been duly authorized to bind the Contractor to the terms of this Agreement by his signature.

The representatives of the Township whose signature is affixed to this Agreement affirms that he has been duly authorized to bind the Contractor to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

TOWNSHIP

COLERA TOWNSHIP
By: 
Geoff Milz, Administrator

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

RUMPKE

ORGANIZATION	Rumpke of Ohio, Inc.
Authorized Signature	By: <i>William J. Rumpke Jr</i>
CONTACT NAME	William J. Rumpke, Jr., President
ADDRESS and	3990 Generation Drive
PHONE NUMBER	Cincinnati, Ohio 45251 (800) 828-8171

4/21/21

APPENDIX A

HOUSING UNITS AND ESTIMATED SERVICE LEVELS BY TOWNSHIP

	COLERAIN
All Housing Units	18,981
Single Family	18,894
Multi-Family	87
Base Collection Rate Unlimited Service	15,185
96-Gallon Cart Add-On Rental To Base Collection Rate Unlimited Service	5,057
Discounted Base Collection Rate Limited Service Includes 96 Gallon Cart	3,796
Backyard Service Add-On	100

APPENDIX B

Colerain

Airy Meadows	Indian Ridge	Resolute Circle
Amberway Court	Intrepid Drive	Robert Avenue
Arborwood (in apts.)	Jefre	Robert Court
Bennington Court	Lake Terrace Park	Rocker Drive (in apts)
Birchway	Lindsey Lane	Rockyridge
Brookside Drive	Little Field	Rolling Acres
Cameo	Lookover	Ropelt
Caroussel Park Circle	Manover	Russet
Cedarwoods Condos	Mapleknoll	Sandgate
Church	Marker Drive	Stahley Drive
Courageous	Miamiwoods Lane	Stateland Court
Creekview Drive	Nandale (at apts)	Statewood Court
Crosley Farm	Noralma	Sunnyside
Crossridge	Northwest	Swiss Court
Defender Drive	Pavlova	Thelmar
Elbow	Peachgrove Apts.	Topview
Elaine Stahley	Peachgrove Manor Condos	Treeline
Enchanted Way	Peachvilla Apts.	Treetop
Endeavor Drive	Pebblebrook	Waldenglen
Fannatte	Pebblehill	Willowgate
Good News Lane	Pebbleview	Windy Way
Haddington	Pinney	Woodhill
Hidden Creek Drive	Regatta Drive	Woodstate
Hiddenmeadows	Regency Square Court	Woodview

TOWNSHIP MILES (DOUBLED FOR FUEL COST ADJUSTMENT FORMULA)

Colerain 224.80

APPENDIX C

Billing Rates

Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added cost	Cost per Month	Optional Add-On Rental of 96- gallon Disposal Cart for Base Collection Unlimited Service	Cost per Period
May 1, 2021- April 30, 2022	\$17.55	May 1, 2021- April 30, 2022	\$2.50
May 1, 2022- April 30, 2023	\$17.90	May 1, 2022- April 30, 2023	\$2.50
May 1, 2023- April 30, 2024	\$18.25	May 1, 2023- April 30, 2024	\$2.50
May 1, 2024- April 30, 2025	\$18.63	May 1, 2024- April 30, 2025	\$2.50
May 1, 2025- April 30, 2026	\$19.00	May 1, 2025- April 30, 2026	\$2.50

Discounted Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost	Cost per Month	Backyard Service is an optional add on to Base Collection	Cost per Period
May 1, 2021- April 30, 2022	\$14.00	May 1, 2021- April 30, 2022	\$30.00
May 1, 2022- April 30, 2023	\$14.28	May 1, 2022- April 30, 2023	\$31.00
May 1, 2023- April 30, 2024	\$14.56	May 1, 2023- April 30, 2024	\$32.00
May 1, 2024- April 30, 2025	\$14.86	May 1, 2024- April 30, 2025	\$33.00
May 1, 2025- April 30, 2026	\$15.16	May 1, 2025- April 30, 2026	\$34.00

2-Family Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added Cost	Cost per Month	2-Family Base Discounted Limited Service INCLUDING 96 gallon Solid Waste Cart and 65 gallon Recycling Cart at no added Cost	Cost per Period
May 1, 2021- April 30, 2022	\$26.33	May 1, 2021- April 30, 2022	\$21.00
May 1, 2022- April 30, 2023	\$26.86	May 1, 2022- April 30, 2023	\$21.42
May 1, 2023- April 30, 2024	\$27.37	May 1, 2023- April 30, 2024	\$21.85
May 1, 2024- April 30, 2025	\$27.94	May 1, 2024- April 30, 2025	\$22.29
May 1, 2025- April 30, 2026	\$28.50	May 1, 2025- April 30, 2026	\$22.73

3 or 4-Family Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added Cost	Cost per Month	3 or 4 -Family Base Discounted Limited Service INCLUDING 96 gallon Solid Waste Cart and 65 gallon Recycling Cart at no added Cost	Cost per Period
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May 1, 2021- April 30, 2022	\$35.10	May 1, 2021- April 30, 2022	\$28.00
May 1, 2022- April 30, 2023	\$35.80	May 1, 2022- April 30, 2023	\$28.56
May 1, 2023- April 30, 2024	\$36.52	May 1, 2023- April 30, 2024	\$29.13
May 1, 2024- April 30, 2025	\$37.25	May 1, 2024- April 30, 2025	\$29.71
May 1, 2025- April 30, 2026	\$37.99	May 1, 2025- April 30, 2026	\$30.31

CONSENT ITEMS

Department: Administration

Department
Director: Jeff McElravy, Finance Director

Contract - Plattenburg - Accounting Services

Recommend approval of all consent items.

Rationale:

This contract will allow the Finance Department to reach out to a CPA with questions as the year goes on.

PLATTENBURG

Certified Public Accountants

May 4, 2021

Jeff McElravy
Finance Director
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Dear Jeff:

This letter will confirm the understanding of our engagement to render accounting services to Colerain Township. Plattenburg will provide accounting services to assist the Township with bank reconciliations as needed.

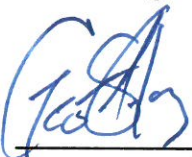
Plattenburg will work at an hourly rate. Plattenburg will work under the direction of the Finance Director.

Plattenburg's hourly rate will be \$125 per hour and the cost will not exceed \$2,500. Plattenburg is working on an hourly basis and we do not guarantee any results.

Progress billings will be made monthly and will be payable upon presentation

Please indicate your agreement with the arrangements discussed herein by signing and returning this letter.

Sincerely,
Nancy Klaserner, CPA
Plattenburg, CPAs



Name



Title

5.4.21

Date

CONSENT ITEMS

Department: Public Services

Department
Director: Jackie O'Connell, Director - Public Services

Contract - KZF - SORTA Grant Writing

Recommend approval of all consent items.

Rationale:

This service order will produce an application to SORTA for grant funds.

SERVICE ORDER
FOR USE WITH MASTER SERVICE AGREEMENT BETWEEN
COLERAIN TOWNSHIP
AND
KZF DESIGN INC.

SERVICE ORDER #3 made as of the **30th** day of **April** in the year **2021** made by and between:

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

and the “**Consultant**”:

KZF Design Inc.
700 Broadway St.
Cincinnati, OH 45202

for the following Project:

METRO Transit Infrastructure Fund Grant Assistance – Round 1

This SERVICE ORDER, together with the MASTER SERVICE AGREEMENT between Colerain Township and Consultant dated the **2nd** day of **December** in the year **2020** form a Service Agreement.

Colerain Township and Consultant agree as follows.

TABLE OF ARTICLES

1. INITIAL INFORMATION
2. SERVICES UNDER THIS SERVICE ORDER
3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4. COMPENSATION
5. INSURANCE
6. PARTY REPRESENTATIVES
7. ATTACHMENTS AND EXHIBITS

ARTICLE 1- INITIAL INFORMATION

- 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

Project Overview: Colerain Township intends to submit a grant application for bus stop pull offs to METRO for the Transit Infrastructure Fund Program, Round 1 (Program Year 2021). The township is seeking assistance in development of that grant application, and has requested KZF help with cost estimating, strategizing the overall scope of the project, and assisting with supporting documentation as they develop the overall application.

- 1.2 Colerain Township and Consultant may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, Colerain Township and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation. Colerain Township shall adjust the Township's budget for the Cost of the Work and the Township's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2- SERVICES UNDER THIS SERVICE ORDER

2.1 The Consultant's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Consultant's Services document.

2.1.1 Basic Services:

KZF will provide as-needed hourly design services to support the Township in developing their grant application. Services may include tasks such as:

- Engineer's estimate of probable cost
- Concept design for bus stop pull off
- Project vicinity map
- Narratives and supporting documentation

At the beginning of the project, Colerain Township will provide an outline of the application, indicating sections KZF will assist in development of content. KZF will work through that list on an hourly basis until they hit the agreed upon not-to-exceed budget.

2.1.2 Additional Services:

In the event the Colerain Township requests additional services such as those described herein, they can be provided on an hourly rate basis in accordance with KZF's Rate Schedule. Additional services available would include:

- Traffic control and traffic engineering services
- Hydraulic study, stormwater study, and culvert/sewer design
- Construction administration or inspection
- Geotechnical investigation or engineering services
- Architecture or building design services
- Signage and wayfinding design services
- Renderings of proposed improvements
- Landscape architecture design services
- Lighting design and electrical engineering
- Mechanical engineering
- Structural engineering, bridge engineering or wall design
- Bidding assistance and permitting
- Drone footage during construction
- Building evaluations/assessments
- Grant administration
- Programming/scope definition
- Public involvement or community engagement
- Environmental documentation

Additional Services also may include programming, site evaluation and planning, environmental studies, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of a Service Order, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Service Order.

ARTICLE 3- DATE OF COMMENCEMENT AND SUSTANTIAL COMPLETION

- 3.1 Unless otherwise provided in an exhibit to this Service Order, Colerain Township's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:
1. Commencement of construction date: n/a
 2. Substantial Completion date: n/a

ARTICLE 4- COMPENSATION

- 4.1 For Basic Services described under Section 2.1.1, Colerain Township shall compensate the Consultant as follows:
1. Other: All work will be completed on an hourly basis, per the Hourly Rate Schedule attached to the Master Service Agreement. Estimated fees are not to exceed \$3,000.00 and Consultant will bill hourly until we reach the estimated fee amount. If additional fees are necessary, Consultant will request additional fees and written approval by Colerain Township.
- 4.2 For Additional Services described under Section 2.1.2 or in the Master Service Agreement, the Consultant shall be compensated in accordance with the Master Service Agreement unless otherwise set forth below:
- n/a
- 4.3 For Reimbursable Expenses described in the Master Service Agreement, the Consultant shall be compensated in accordance with the Master Service Agreement unless otherwise set forth below:
- n/a

- 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by Colerain Township's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to Colerain Township's budget for the Cost of the Work:

ARTICLE 5- INSURANCE

- 5.1 Insurance shall be in accordance with section 3.3 of the Master Service Agreement, except as indicated below:

n/a

- 5.2 In addition to insurance requirements in the Master Service Agreement, the Consultant shall carry the following types of insurance.

n/a

ARTICLE 6- PARTY REPRESENTATIVES

- 6.1 Colerain Township identifies the following representative in accordance with Section 1.5 of the Master Service Agreement:

**Jackie O'Connell, Public Services Director
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251**

- 6.2 Consultant identifies the following representative in accordance with Section 1.7 of the Master Service Agreement:

**Eric Anderson, Project Manager
KZF Design
700 Broadway Street
Cincinnati, OH 45202**

ARTICLE 7- ATTACHMENTS AND EXHIBITS

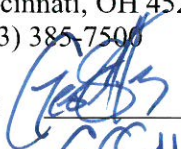
- 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

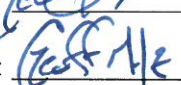
1. **Master Service Agreement Between Colerain Township and KZF Design Inc. for Services Provided Under Multiple Service Orders**

This Service Order entered into as of the day and year first written above.

COLERAIN TOWNSHIP

4200 Springdale Rd
Cincinnati, OH 45251
(513) 385-7500

By:  _____

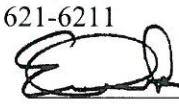
Name:  _____

Title: Township Administrator

Date: 5.4.21

KZF Design Inc.

700 Broadway St
Cincinnati, OH 45202
(513) 621-6211

By:  _____

Name: Eric Anderson

Title: Director of Planning Services

Date: 04-30-2021