

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1005

Adopted Date July 27, 2021

ACCEPT RESIGNATION OF WILLIAM LANDER, LITTER CONTROL OFFICER, WITHIN THE WARREN COUNTY SOLID WASTE DISTRICT EFFECTIVE JULY 21, 2021

BE IT RESOLVED, to accept the resignation of William Lander, Litter Control Officer, within the Warren County Solid Waste District effective July 21, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Solid Waste (file)  
W. Lander's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1006

Adopted Date July 27, 2021

AUTHORIZE THE POSTING OF "LITTER CONTROL OFFICER" POSITION, WITHIN THE SOLID WASTE DEPARTMENT

WHEREAS, there exists an opening for a "Litter Control Officer" position within the Solid Waste Department: and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Litter Control Officer" within the Solid Waste Department, in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 23, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Solid Waste (file)  
S. Spencer - OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1007

Adopted Date July 27, 2021

APPROVE TRANSFER OF KENDRA HALL FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER II TO CASE AIDE WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Hall applied and interviewed for the Case Aide position and the Director has requested Ms. Hall to be transferred to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the transfer of Kendra Hall, from Protective Services Caseworker II to Case Aide, pay range #5, \$17.42 per hour effective pay period beginning July 31, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
Kendra Hall's Personnel File  
OMB – Sue Spencer

# Resolution

Number 21-1008

Adopted Date July 27, 2021

AUTHORIZE THE POSTING OF THE "PROTECTIVE SERVICES CASEWORKER I OR II" POSITIONS, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for "Protective Services Caseworker I or II" positions within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 23, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
S. Spencer – OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1009

Adopted Date July 27, 2021

ACCEPT RESIGNATION OF JESSICA BUTLER, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JULY 16, 2021


BE IT RESOLVED, to accept the resignation of Jessica Butler, Emergency Communications Operator, within the Warren County Emergency Services Department, effective July 16, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Emergency Services (file)  
J, Butler's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 21-1010

Adopted Date July 27, 2021

APPROVE PROMOTION OF MICHAEL GLADWELL FROM BUILDING AND ELECTRICAL INSPECTOR II TO BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Gladwell has obtained the required certification for the Building and Electrical Inspector III classification; and

WHEREAS, it is the desire of the Board to promote Mr. Gladwell to a Building and Electrical Inspector III classification; and

NOW THEREFORE BE IT RESOLVED, to promote Michael Gladwell from Building and Electrical Inspector II to Building and Electrical Inspector III at pay range #18, \$26.69 per hour, effective pay period beginning July 17, 2021.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)  
M. Gladwell's Personnel File  
OMB-Sue Spencer

# Resolution

Number 21-1011

Adopted Date July 27, 2021

## AMEND THE PRINTING AND MAILING SERVICES AGREEMENT WITH PEREGRINE SERVICES, INC. ON BEHALF OF THE WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution 21-0891 adopted June 29, 2021, the Board approved the recommendation from the Warren County Water and Sewer Department to award contract and authorize the President of the Board to enter into an agreement with Peregrine Services, Inc. for the printing and mailing services of water and sewer utility bills; and

WHEREAS, the Warren County Board of Commissioners and Peregrine Services, Inc. have mutually agreed to amend the term and renewal option currently specified in the printing and mailing services agreement; and

WHEREAS, the amended term and renewal option of the Agreement shall be for a twelve (12) month term beginning July 1, 2021 and ending on June 30, 2022 with the option to automatically renew for three (3) successive twelve (12) month terms unless terminated by either party with ninety (90) days advanced written notice by the terminating party; and

WHEREAS, except as set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged in full force and effect; and

NOW THEREFORE BE IT RESOLVED, to amend the printing and mailing services agreement with Peregrine Services, Inc., copy of said Amendment attached hereto and made part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: c/a—Peregrine Services, Inc.  
Water/Sewer (file)

**Amendment No. 1 to Printing and Mailing Services Agreement between Warren County Board of Commissioners and Peregrine Services, Inc.**

The Warren County Board of Commissioners and Peregrine Services, Inc., hereby amend the Printing and Mailing Services Agreement entered into by the parties on July 1, 2021, pursuant to Resolution No. 21-0891 (hereinafter "Agreement"), effective the last date signed below.

Whereas, the Printing and Mailing Services Agreement is amended as follows:

The term of the Agreement shall be for a 12-month term beginning July 1, 2021 and ending on June 30, 2022. However, the Agreement may automatically renew for 3 successive 12-month terms unless terminated by either party with 90 days advanced written notice by the terminating party.

Except as set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged in full force and effect.

**PEREGRINE SERVICES, INC.**

SIGNATURE: Tom Stith

NAME: Tom Stith

TITLE: VP SALES

DATE: 7/10/21

**THE BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

SIGNATURE: David G. Yang

NAME: David G. Yang

TITLE: President

DATE: 7.27.21

**APPROVED AS TO FORM**

Adam M. Nice

**Adam M. Nice  
Asst. Prosecuting Attorney**



# Resolution

Number 21-1012

Adopted Date July 27, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO DOWNING CONSTRUCTION COMPANY FOR THE AERATION UPGRADES- WAYNESVILLE REGIONAL WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, bids were closed at 11:00 a.m., July 15, 2021, and the bids received were opened and read aloud for the Aeration Upgrades- Waynesville Regional Wastewater Treatment Plant Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Warren County Water and Sewer Department, Downing Construction Company has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid to Downing Construction Company, 4495 Blacklick Eastern Road NW Baltimore, Ohio 43105, for a total bid price of \$198,668.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KPV

cc: Water/Sewer (file)  
OMB Bid file

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1013

Adopted Date July 27, 2021

## APPROVE EMERGENCY REPAIR TO THE HVAC UNIT LOCATED AT THE FIELDS ERTEL BOOSTER STATION

WHEREAS, the Water Department discovered at the Fields Ertel Booster Station that the compressor in the HVAC unit is no longer functional and needs replaced; and

WHEREAS, the repair is critical and time sensitive as the Booster Station will not run for an extended period of time without the Control Room being cooled as the excessive heat will trip the Variable Frequency Drives; and

WHEREAS, Watkins Mechanical Inc. has diagnosed and quoted the installation and replacement costs associated with the faulty HVAC unit; and


NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with Watkins Mechanical Inc. in the amount \$3,864.97 for the purchase and installation of a new compressor to the HVAC unit located at the Fields Ertel Booster Station.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Water/Sewer (file)

# Resolution

Number 21-1014

Adopted Date July 27, 2021

AUTHORIZE ACCEPTANCE OF RENEWAL QUOTE FROM BUSINESS COMMUNICATIONS SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR PARTNER SUPPORT RENEWAL FOR MITEL EQUIPMENT

WHEREAS, Business Communication Specialists will provide Partner Support renewal for Mitel Equipment for Warren County Telecommunications, as indicated on the attached quote for purchase; and


NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communications Specialists on behalf of Warren County Telecommunications for renewal of Partner Support for Mitel Equipment; as attached hereto and a part hereof;

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Business Communications Specialists  
Telecom (file)



# QUOTE

162 Main Street, Wadsworth, OH 44281  
 P: 330.335.7276 • F: 330.335.7275  
 www.bcsip.com

**Number** AAAQ15774  
**Date** Jul 16, 2021

Sold To	Ship To	Your Sales Rep
<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	Bryon Palitto  330-335-7271 bryonp@palittoconsulting.com

Qty	Description	Unit Price	Ext. Price
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**Partner Support Renewal Options (Hardware & Software No Phones)**

*\*If the signed quote and downpayment are not received by the expiration date, Mitel mandated reinstatement fees will be added to any option selected\**

1	Mitel Enterprise Support Renewal - 1 Year Hardware & Software No Phones Includes System Monitoring	\$84,519.00	\$84,519.00
1	Save 10% - Mitel Enterprise Support Renewal - 3 Year Hardware & Software No Phones Includes System Monitoring (Optional)	\$228,275.00	
1	Save 15% - Mitel Enterprise Support Renewal - 5 Year Hardware & Software No Phones Includes System Monitoring (Optional)	\$359,391.00	

**NOTE: \*\*\*Support Expires on 7/29/21\*\*\***

**APPROVED AS TO FORM**

**Adam M. Nice**  
 Asst. Prosecuting Attorney

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

*Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.*

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: David G. Young

Date: 7.27.21

Signature: \*

7/16/2021

<b>SubTotal</b>	\$84,519.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$84,519.00</b>

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.



BUSINESS  
COMMUNICATION  
SPECIALISTS

162 Main Street  
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275  
www.businesscommunicationspecialists.com

## Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

### Payment Terms

- 1) Hardware and Software: 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) Maintenance, Installation, etc.: 100% due upon project completion.

### Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

### Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

### Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

### License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

### Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1015

Adopted Date July 27, 2021

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH IBI GROUP  
ENGINEERING SERVICES (USA) INC. ON BEHALF OF WARREN COUNTY ENGINEER

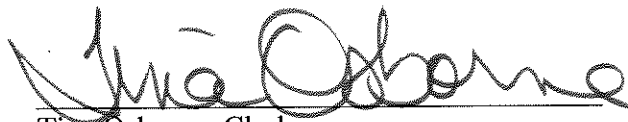
BE IT RESOLVED, to enter into an engineering service contract with IGI Group Engineering Services (USA) Inc., 23 Triangle Park Drive, Cincinnati, OH 45246 for engineering services for the Morrow Cozaddale Road Bridge #43-5.97 and the Hendrickson Road Bridge #80-0.19 Rehabilitation Project. Copy of agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—IBI Group Engineering Services (USA) Inc.  
Engineer (file)

**ENGINEERING SERVICES CONTRACT  
FOR  
MORROW-COZADDALE ROAD BRIDGE #43-5.97 AND  
HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and IBI Group Engineering Services (USA), Inc., 23 Triangle Park Drive, Cincinnati, Ohio 45246, a corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to rehabilitate Morrow-Cozaddale Road Bridge #43-5.97 over Big Foot Run and Hendrickson Road Bridge #80-0.19 over Dicks Creek and improve the roadway approaches at each bridge, hereinafter referred to as the "PROJECT."

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1 General**

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to rehabilitate Morrow-Cozaddale Road Bridge #43-5.97 and Hendrickson Road Bridge #80-0.19 in order to improve the safety of each bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road designs.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated June 13, 2021) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services."

**1.2 Preliminary Design Phase**

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure types.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.

- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

### **1.3 Final Design Phase**

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Construction Drawings to show the character and extent of the PROJECT, hereinafter called "Drawings and Specifications."
- 1.3.2 Advise COUNTY ENGINEER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on Drawings and Specifications.
- 1.3.3 Furnish to the COUNTY ENGINEER, one (1) set of 22" x 34" Construction Contract Plans, one (1) set of 11" x 17" (half-size) copy of the plans and copies of the files on a compact disk.

### **SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
  - 2.1.1 Preparation of applications and supporting documents for governmental grants; loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  - 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
  - 2.1.3 Providing renderings or models for COUNTY ENGINEER'S use.
  - 2.1.4 Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
  - 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
  - 2.1.6 Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3



- 2.1.7 Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.9 Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.11 Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.12 Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.14 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

## **2.2 Resident Services During Construction.**

- 2.2.1 If requested by COUNTY ENGINEER and approved by OWNER or recommended by ENGINEER and agreed to in writing by the parties, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.3 Through more extensive on-site observation of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.
- 2.2.4 If COUNTY ENGINEER designates another person to represent COUNTY ENGINEER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and

limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an Exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

### **SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

## **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 - "Special Provisions, Exhibits and Schedules."
- 4.4 ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.5 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost.
- 4.6 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.7 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

## **SECTION 5 - PAYMENTS TO ENGINEER**

### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
  - 5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the rehabilitation of Morrow-Cozaddale Road Bridge #43-

5.97 over Big Foot Run and Hendrickson Road Bridge #80-0.19 over Dicks Creek, for a base fee of \$120,642.00 and a not-to-exceed fee of \$5,000.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$125,642.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

## **5.2 Times of Payments.**

5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.

## **5.3 Other Provisions Concerning Payments.**

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

## **5.4 Definitions**

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **6.2 Reuse of Documents.**

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

## **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas. No party shall initiate or attempt to remove any litigation arising out of this Agreement in any other state or federal court.

## **6.4 Successors and Assigns.**

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

## **6.5 Modification or Amendment**

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

## **6.6 Construction**

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

## **6.7 Waiver**

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

## 6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

## 6.9 Parties

Whenever the terms "OWNER," "COUNTY ENGINEER" or "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

## 6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

## 6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners	Warren County Engineer's Office
Attn: Tiffany Zindel, County Administrator	Attn: Neil F. Tunison, County Engineer
406 Justice Drive	210 W Main Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Ph. 513-695-1250	Ph. 513-695-3301

IBI Group Engineering Services (USA), Inc.  
Attn: Steve Butler, P.E.  
23 Triangle Park Drive  
Cincinnati, Ohio 45246  
Ph. 513-942-3141

## 6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

**SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**7.1 This Agreement is subject to the following special provisions:**

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract Construction Drawing submittals per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required drawing submittals according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

**7.2 The following Exhibits are attached to and made a part of this Agreement:**

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

**SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

**SECTION 9 – INDEMNIFICATION**

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors or subcontractors; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[continued on next page]

**SECTION 10 – EXECUTION**

**ENGINEER :**

**IN EXECUTION WHEREOF**, IBI Group Engineering Services (USA), Inc. has caused this Agreement to be executed on the date stated below by Mike Murray, its Director, pursuant to a corporate Resolution authorizing such act.

**IBI GROUP ENGINEERING SERVICES (USA), INC.**

SIGNATURE: [Signature] *Steven Butler*  
PRINTED NAME: Mike Murray *Associate Manager*  
TITLE: Director  
DATE: 7/1/2021 *7/01/21*

**OWNER:**

**IN EXECUTION WHEREOF**, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by the County ~~Administrator~~, Tiffany Zindel, on the date stated below, pursuant to Resolution No. 21-1015 dated 7-27-21.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: David G. Young  
TITLE: President  
DATE: 7-27-21

**RECOMMENDED BY:**

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: [Signature]  
Neil F. Tunison, P.E., P.S.

**APPROVED AS TO FORM:**

**DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By: [Signature] *Adam M. Nice*  
Assistant Prosecuting Attorney  
Date: 7/14/21



**WARREN COUNTY ENGINEER'S**  
**SCOPE OF SERVICES**

**1. PROJECT IDENTIFICATION**

**Project Name:** Morrow-Cozaddale Road Bridge #43-5.97 Rehabilitation Project

**Project Description:** Bridge design for rehabilitation of the structure by replacing the bridge superstructure.

**Signatures on Title Sheet:** Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

**2. PROJECT LIMITS**

**Length Approximately:** Morrow-Cozaddale Road Bridge #43-5.97 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

**Additional Information:** N/A

**3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND**

State \_\_\_\_\_ County X City \_\_\_\_\_ Other \_\_\_\_\_

**4. METHOD OF FINANCING**

**Type of Agreement:** Lump Sum Base Fee plus Not-to-Exceed unit costs for "If Authorized" Items

**Engineering:** Warren County Engineer's Office

**Construction:** Warren County Engineer's Office, Possible other funding (unknown at this time)

**5. WORK PHASES INCLUDED IN AGREEMENT**

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

**6. PLAN SCALES**

PLAN	<u>1" = 20'</u>	
PROFILE	<u>Hor. 1" = 20'</u>	<u>Vert. 1" = 5'</u>
CROSS SECTIONS	<u>Hor. 1" = 5'</u>	<u>Vert. 1" = 5'</u>

**7. JOURNALIZED SPEED LIMIT**

Road Name: Morrow-Cozaddale Road - 55 MPH

**8. TYPICAL SECTIONS/NUMBER OF LANES**

Remarks: Morrow-Cozaddale Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 12 feet

N/A inches of Item 304

8" inches of Item 301 PG64-22

1 1/2" inches of Item 441 Intermediate, Type 1, (448), PG 64-22

1 1/2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Curbs: YES \_\_\_\_\_ NO X

Shoulders/Berms: YES X NO \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

Type: approx. 2 foot earth berm/graded shoulder on each side

Median: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Guardrail: YES X NO \_\_\_\_\_ Type MGS Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES \_\_\_\_\_ X NO \_\_\_\_\_

Fencing: YES \_\_\_\_\_ NO X

Lighting: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**9. ALIGNMENT**

The existing alignment of Morrow-Cozaddale Road shall be maintained.

**10. PROFILE**

Modify profile as needed based on the new superstructure.

11. SIGNING: YES X (possible) NO \_\_\_\_\_

Remarks: Salvage and reuse existing signs if in good condition. Replace if necessary.

12. SIGNALS: YES \_\_\_\_\_ NO X

Warrants: YES \_\_\_\_\_ NO X

13. STRIPING: YES  NO

Type 642 Traffic Paint, Type 1 (Asphalt) and 646 Epoxy (Concrete Deck)

14. DELINEATION

Delineators: YES  NO

RPMs: YES  NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface  Closed

Proposed: Surface  Closed

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES

NO  (less than 1 acre disturbed)

Flood Plain Study Required: YES  NO  (if beam seat elevations are maintained)

Channel Change Study Required: YES  NO

Flood Hazard Evaluation: YES  NO

Risk Analysis: YES  NO

Environmental: Since the project is a rehabilitation of the bridge, there is no plan for Federal Funding for the project, and there will not be any in stream work below the OHWM, there should not be any necessary permits and coordination with environmental agencies.

If Authorized Tasks: \_\_\_\_\_

16. BRIDGE CROSSINGS

Number of Bridges: (1) Morrow-Cozaddale Road over Big Foot Run, Bridge #43-5.97

Design: Superstructure shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 28' existing - 28' to 30' proposed (Consultant to evaluate)

Bridge Rail: YES  NO  Type TST or DBR (depending on bridge width)

Interchanges: None

Cross Roads: None

Streams: Big Foot Run

Culverts: YES  NO

Remarks: \_\_\_\_\_

Alternates Required: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Railroads: None \_\_\_\_\_

Railroad Location Plan: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Pedestrian: None \_\_\_\_\_

Mass Transit: None \_\_\_\_\_

Remarks: Consultant to evaluate if a 30 ft wide composite concrete box beam superstructure can be utilized on the existing substructure.

17. Bikeways: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Railroads: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Mass Transit: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Service Roads: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**18. RETAINING/NOISE WALLS:**

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: \_\_\_\_\_ Consultant to Recommend X \_\_\_\_\_

Noise Walls: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**19. MAINTENANCE OF TRAFFIC**

Maintenance of Traffic: Full closure of Morrow-Cozaddale Road shall be allowed.

Maintenance of Pedestrian Traffic: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Maintenance of Railroad Traffic: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Detour Plan: YES X \_\_\_\_\_ NO \_\_\_\_\_

Remarks: The posted detour for the bridge closure shall utilize Fosters-Maineville Road, Zoar Road, and US 22/SR 3.

**20. DESIGN EXCEPTIONS**

Professional Engineer must identify all design exceptions per ODOT's L&D Manual, Volume 1 and provide reasoning why the design is deviating from meeting the controlling criteria. A formal design exception request to ODOT District 8 is not required for this project.

**21. UTILITIES:**

**Electric:** Duke Energy

**Communication:** CenturyLink

**Cable:** Spectrum

**Water:** Western Water Co.

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

Professional Engineer shall also furnish all utilities with preliminary and final plans with a copy of all letters of transmittal sent to the County Engineer. Professional Engineer to submit copies of plans to all the utility companies for preliminary coordination and copies of the final plans to the utility companies when so directed by the COUNTY ENGINEER.

**22. ESTIMATED QUANTITIES:** YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

Quantity Splits: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**23. CONSTRUCTION COST ESTIMATE:** YES \_\_\_ X \_\_\_ NO \_\_\_\_\_

**24. EXTENT OF FIELD SURVEYS:** (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise

by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	( )	
Side Road Profile	( )	
Aerial Control	( )	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	( )	
Channel Cross Sections	( )	
Drainage Survey	( )	Not required if bridge beam seat elevations are maintained
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	( )	
Geotechnical Boring Staking	( )	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 24 (1) above

**25. RIGHT-OF-WAY AND EASEMENTS:**

Professional Engineer

Property Map	( )	
Centerline Plat	( )	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	( )	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	( )	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>

Exhibits for each Legal Description (X) Drawings of R/W area on 8 1/2" x 11" paper  
(Provide "Not to Exceed unit price per exhibit)

Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #24 (2)

Approximate Number of Property Owners 0-2

**Remarks:** Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

**26. TRAFFIC DATA:**

State \_\_\_\_\_ County X Professional Engineer \_\_\_\_\_

**Remarks:** This section of Morrow-Cozaddale Road has an ADT of approximately 5,000 vpd.

**27. GEOTECHNICAL/SUBSURFACE INVESTIGATION:**

State \_\_\_\_\_ County \_\_\_\_\_ Professional Engineer \_\_\_\_\_ Other \_\_\_\_\_

**Remarks:** Not required since utilizing existing concrete abutments.

**28. PRIOR STUDIES:**

Bowser-Morner Geotechnical Report (1976) for existing bridge substructure

**29. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

30. Engineering Agreement will be an itemized contract.

31. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.
32. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
33. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
34. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

35. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location** and **approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.



36. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).

37. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

38. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.

39. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way plans are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.

40. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

41. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

42. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: IBI Group  
Address: 23 Triangle Park Drive, Suite 2300  
Cincinnati, Ohio 45246  
Phone: (513) 942-3141

**WARREN COUNTY ENGINEER'S**  
**SCOPE OF SERVICES**

**1. PROJECT IDENTIFICATION**

**Project Name:** Hendrickson Road Bridge #80-0.19 Rehabilitation Project

**Project Description:** Bridge design for rehabilitation of the structure by replacing the bridge superstructure.

**Signatures on Title Sheet:** Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

**2. PROJECT LIMITS**

**Length Approximately:** Hendrickson Road Bridge #80-0.19 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

**Additional Information:** N/A

**3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND**

State \_\_\_\_\_ County X City \_\_\_\_\_ Other \_\_\_\_\_

**4. METHOD OF FINANCING**

**Type of Agreement:** Lump Sum Base Fee plus Not-to-Exceed unit costs for "If Authorized" Items

**Engineering:** Warren County Engineer's Office

**Construction:** Warren County Engineer's Office, Possible other funding (unknown at this time)

**5. WORK PHASES INCLUDED IN AGREEMENT**

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

**6. PLAN SCALES**

PLAN	<u>1" = 20'</u>	
PROFILE	<u>Hor. 1" = 20'</u>	<u>Vert. 1" = 5'</u>
CROSS SECTIONS	<u>Hor. 1" = 5'</u>	<u>Vert. 1" = 5'</u>

**7. JOURNALIZED SPEED LIMIT**

Road Name: Hendrickson Road - 35 MPH

**8. TYPICAL SECTIONS/NUMBER OF LANES**

Remarks: Hendrickson Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 11 feet

N/A inches of Item 304

8" inches of Item 301 PG64-22

1 1/2" inches of Item 441 Intermediate, Type 1, (448), PG 64-22

1 1/2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

Curbs: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Shoulders/Berms: YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

Type: approx. 2 foot earth berm/graded shoulder on each side

Median: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

Guardrail: YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_ Type MGS Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

Fencing: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Lighting: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

**9. ALIGNMENT**

The existing alignment of Hendrickson Road shall be maintained.

**10. PROFILE**

Modify profile as needed based on the new superstructure.

11. SIGNING: YES X (possible) NO \_\_\_\_\_

Remarks: Salvage and reuse existing signs if in good condition. Replace if necessary.

12. SIGNALS: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Warrants: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

13. STRIPING: YES  NO \_\_\_\_\_

Type 642 Traffic Paint, Type 1 (Asphalt) and 646 Epoxy (Concrete Deck)

14. DELINEATION

Delineators: YES \_\_\_\_\_ NO

RPMs: YES \_\_\_\_\_ NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface  Closed \_\_\_\_\_

Proposed: Surface  Closed \_\_\_\_\_

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES \_\_\_\_\_

NO  (less than 1 acre disturbed)

Flood Plain Study Required: YES \_\_\_\_\_ NO  (if beam seat elevations are maintained)

Channel Change Study Required: YES \_\_\_\_\_ NO

Flood Hazard Evaluation: YES \_\_\_\_\_ NO

Risk Analysis: YES \_\_\_\_\_ NO

Environmental: Since the project is a rehabilitation of the bridge, there is no plan for Federal Funding for the project, and there will not be any in stream work below the OHWM, there should not be any necessary permits and coordination with environmental agencies.

If Authorized Tasks: \_\_\_\_\_

16. BRIDGE CROSSINGS

Number of Bridges: (1) Hendrickson Road over Dicks Creek, Bridge #80-0.19

Design: Superstructure shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 24' existing - 24' to 30' proposed (Consultant to evaluate)

Bridge Rail: YES  NO \_\_\_\_\_ Type TST or DBR (depending on bridge width)

Interchanges: None

Cross Roads: None

Streams: Dicks Creek

Culverts: YES \_\_\_\_\_ NO

Remarks: \_\_\_\_\_

Alternates Required: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Railroads: None \_\_\_\_\_

Railroad Location Plan: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Pedestrian: None \_\_\_\_\_

Mass Transit: None \_\_\_\_\_

Remarks: Consultant to evaluate if a 30 ft wide composite concrete box beam superstructure can be utilized on the existing substructure.

17. Bikeways: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Railroads: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Mass Transit: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Service Roads: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**18. RETAINING/NOISE WALLS:**

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: \_\_\_\_\_ Consultant to Recommend X /

Noise Walls: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**19. MAINTENANCE OF TRAFFIC**

Maintenance of Traffic: Full closure of Hendrickson Road shall be allowed.

Maintenance of Pedestrian Traffic: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Maintenance of Railroad Traffic: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

Detour Plan: YES X NO \_\_\_\_\_

Remarks: The posted detour for the bridge closure shall utilize Union Road, SR 122, Towne Boulevard, Lefferson Road, and Cincinnati-Dayton Road.

**20. DESIGN EXCEPTIONS**

Professional Engineer must identify all design exceptions per ODOT's L&D Manual, Volume 1 and provide reasoning why the design is deviating from meeting the controlling criteria. A formal design exception request to ODOT District 8 is not required for this project.

**21. UTILITIES:**

**Electric:** Duke Energy and Dayton Power & Light

**Communication:** AT&T

**Cable:** Spectrum

**Water:** Warren County Water & Sewer

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

Professional Engineer shall also furnish all utilities with preliminary and final plans with a copy of all letters of transmittal sent to the County Engineer. Professional Engineer to submit copies of plans to all the utility companies for preliminary coordination and copies of the final plans to the utility companies when so directed by the COUNTY ENGINEER.

**22. ESTIMATED QUANTITIES:** YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

Quantity Splits: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**23. CONSTRUCTION COST ESTIMATE:** YES \_\_\_ X \_\_\_ NO \_\_\_\_\_

**24. EXTENT OF FIELD SURVEYS:** (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise

by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	( )	
Side Road Profile	( )	
Aerial Control	( )	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	( )	
Channel Cross Sections	( )	
Drainage Survey	( )	Not required if bridge beam seat elevations are maintained
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	( )	
Geotechnical Boring Staking	( )	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 24 (1) above

**25. RIGHT-OF-WAY AND EASEMENTS:**

Professional Engineer

Property Map	( )	
Centerline Plat	( )	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	( )	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	( )	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>



Exhibits for each Legal Description (X) Drawings of R/W area on 8 1/2" x 11" paper  
(Provide "Not to Exceed unit price per exhibit)

Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #24 (2)

Approximate Number of Property Owners 0-3

Remarks: Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

26. TRAFFIC DATA:

State \_\_\_\_\_ County X Professional Engineer \_\_\_\_\_

Remarks: This section of Hendrickson Road has an ADT of approximately 8,000 vpd.

27. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State \_\_\_\_\_ County \_\_\_\_\_ Professional Engineer \_\_\_\_\_ Other \_\_\_\_\_

Remarks: Not required since utilizing existing concrete abutments.

28. PRIOR STUDIES:

None

29. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

30. Engineering Agreement will be an itemized contract.

31. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.
32. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
33. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
34. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

35. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location** and **approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.

36. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).

37. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

38. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.

39. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way plans are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.

40. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

41. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

42. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: IBI Group  
Address: 23 Triangle Park Drive, Suite 2300  
Cincinnati, Ohio 45246  
Phone: (513) 942-3141



**IBI GROUP**  
23 Triangle Park Drive  
Cincinnati, Ohio 45246  
tel 513 942 3141  
ibigroup.com

## Consulting Services Agreement

June 13, 2021

Warren County Engineer's Office  
210 W. Main Street  
Lebanon, OH 45036

Attention: Mr. Roy Henson, PE, PS

Dear Mr. Henson:

### **MORROW-COZADDALE ROAD BRIDGE AND HENDRICKSON ROAD BRIDGE REHABILITATION PROJECT**

Further to our recent discussions, we are pleased to provide you (the "Client") with this Agreement for engineering design services for your bridge superstructure replacement project based on the information set out below.

**IBI Group Engineering Services (USA), Inc.** ("IBI" or the "Consultant"), is a global team of dedicated and experienced architects, engineers, planners, designers, and technology professionals who share a common desire – to help our clients create liveable, sustainable and advanced urban environments. Since our founding in 1974, we have contributed to the success of our clients across six continents, from our 65 offices worldwide.

## **1. Our Services**

In support of your project, IBI will provide you with the following services and deliverables (collectively, the "Services"):

The scope for this project has been provided by the Warren County Engineer's Office and is included as Exhibits B and C of this proposal.

Assumptions made include:

1. No phased construction details will be required as a detour will be utilized during construction.
2. No geotechnical work will need to be performed by the consultant.
3. No environmental work will need to be performed by the consultant.
4. Minimal utility coordination will be required from the consultant.
5. It is assumed that there will be no more than 1 meeting per submittal.

## **2. Your Schedule**

Our Services will be delivered to you on the following schedule (the "Schedule"):

Phase A Submittal: 5 Months from Date of Authorization

Phase B Submittal: 5 Months from Receipt of Phase A Submittal Comments

This proposed schedule shown is tentative and can be adjusted as necessary to meet the demands of the County.

### 3. Payment

Based on the Schedule and the Services you will pay us on the following basis:

Lump Sum: you agree to pay IBI a fixed lump sum in the amount of \$120,642.00. See Exhibit D for additional information.

Potential "If Authorized" Items Include:

- 1: Provide Right-of-Way (Existing, Proposed Permanent, and Proposed Temporary) Staking = \$750.00 for the 1<sup>st</sup> Parcel; and \$250.00 / Parcel for additional Parcels
- 2: Dedication Plat and Survey Record including setting new Property Corners and Monuments: \$1,500.00 for the 1<sup>st</sup> Parcel; and \$500.00 / Parcel for additional Parcels
- 3: Legal Description: \$250.00 / legal description
- 4: Exhibits for Legal Description: \$600.00 / exhibit

We invoice for payment on a monthly basis. Thereafter, payment is due within thirty (30) days of your receipt of our Invoice.

### 4. Designated Representatives:

**IBI Group:**

Steven Butler, P.E.  
23 Triangle Park Drive  
Cincinnati, OH 45246  
Phone: 513-972-3141 ext. 51915  
Email: [steven.butler@bigroup.com](mailto:steven.butler@bigroup.com)

**Warren County Engineer's Office:**

Mr. Roy Henson, PE, PS  
210 W. Main Street  
Lebanon, OH 45036  
Phone: 513-695-3310  
Email: [roy.henson@co.warren.oh.us](mailto:roy.henson@co.warren.oh.us)

# Exhibit A



## COST OF SERVICES SCHEDULE

### HOURLY PERSONNEL RATES – EFFECTIVE JANUARY 1, 2020

<u>POSITION</u>	<u>RATE</u>	<u>POSITION</u>	<u>RATE</u>
Senior Principal (SPR)	\$220/hr.	Design Engineer I (DE1)	\$80/hr.
Project Director/Executive (PD)	\$200/hr.	Design Engineer II (DE2)	\$95/hr.
Senior Technical Staff (STS)	\$135/hr.	Design Engineer III (DE3)	\$115/hr.
Senior Project Manager (SPM)	\$146/hr.	Designer I (DES1)	\$85/hr.
Project Manager (PM)	\$140/hr.	Designer II (DESII)	\$95/hr.
Senior Structural Engineer (SSE)	\$140/hr.	Senior Administrative Staff (SRA)	\$85/hr.
Structural Engineer (SE)	\$120/hr.	Support Staff (SS)	\$65/hr.
Senior Reviewer (SR)	\$145/hr.	CADD Operator (CADD)	\$60/hr.
Professional Surveyor (PRS)	\$120/hr.	CADD Operator II (CADDII)	\$75/hr.
Professional Staff (PS)	\$80/hr.	Intern (INT)	\$50/hr.
Senior Professional Staff (SPS)	\$120/hr.	Survey Crew – GPS Crew	\$165/hr.
Senior Project Engineer (SPE)	\$120/hr.	Survey Crew - 3 Man Crew	\$150/hr.
Construction Coordinator/Mgr. (CM)	\$90/hr.	Survey Crew - 2 Man Crew	\$125/hr.
Senior Construction Inspector (SCI)	\$85/hr.	Crew Chief (CC)	\$75/hr.
Construction Inspector (CI)	\$70/hr.	Instrument Operator (IO)	\$60/hr.
Title Researcher (TR)	\$60/hr.	Project Facilitator	\$85/hr.

### DIRECT REIMBURSABLE EXPENSES:

Direct reimbursable expenses are actual expenditures incurred by the consultant and associated employees in the interest of the project. These expenses are invoiced at actual cost plus 15% mark up.

TRAVEL AND SUBSISTENCE	Transportation and living expenses when traveling in connection with the project. (Mileage 55 cents/mile; \$70/per diem)
POSTAGE/DELIVERIES	FedEx, courier, postage, etc.
REPRODUCTIONS	Blueprinting and specifications.
PERMITS	Fees paid for securing approval of authorities having jurisdiction over the project.
OTHER	Other direct out-of-pocket expenses related to the project.
CONSTRUCTION STAKES	When staking for construction only—included in fees for general survey work.

*\* Our fees are reviewed semi-annually and are subject to change.*

## Exhibit D

### COST SUMMARY

PRIME CONSULTANT:

IBI Group

2021-06-11

PROJECT: Morrow-Cozaddale Road Bridge #43-5.97 & Hendrickson Road Bridge #80-0.19

TASK	Number of Sheets	Project Director	Project Manager	Senior Structural Engineer	Structural Engineer	Design Engineer	Technician	Professional Surveyor	2 Man Survey Crew	Admin. Assistant	Subcontract Cost	Total
<b>Field Work (Morrow-Cozaddale)</b>												
Property Owner Notification Letters	0	0	0	0	0	0	0	0	0	2	\$ -	\$116.00
Research and OUPS Call	0	0	0	0	0	0	0	2	0	0	\$ -	\$230.00
Field Survey	0	0	0	0	0	0	0	0	20	0	\$ -	\$2,900.00
Base Mapping and Boundary Resolution	0	0	0	0	0	0	0	14	0	0	\$ -	\$1,610.00
Bridge Field Review	0	0	0	4	4	0	0	0	0	0	\$ -	\$1,080.00
<b>Field Work (Morrow-Cozaddale)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>2</b>	<b>\$ -</b>	<b>\$ 5,936.00</b>
<b>Phase A Design (Morrow-Cozaddale)</b>												
Title Sheet	1	0	0	0	0	2	4	0	0	0	\$ -	\$540.00
Schematic Plan	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Roadway Typical Sections	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Roadway Plan and Profile Sheets	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Structural Site Plan	1	0	0	4	8	0	8	0	0	0	\$ -	\$2,260.00
Transverse Section	1	0	0	0	8	0	8	0	0	0	\$ -	\$1,680.00
Construction Cost Estimate	0	0	0	4	8	4	0	0	0	0	\$ -	\$1,980.00
Phase A Design Decision Memorandum	0	0	2	4	8	2	0	0	0	0	\$ -	\$2,040.00
Utility Coordination	0	0	2	0	0	0	0	0	0	0	\$ -	\$260.00
Project Management	0	0	4	0	0	0	0	0	0	0	\$ -	\$520.00
Project Meeting (Assume 1 Meeting)	0	0	1	0	0	0	0	0	0	0	\$ -	\$130.00
<b>Phase A Design (Morrow-Cozaddale)</b>	<b>6</b>	<b>0</b>	<b>9</b>	<b>12</b>	<b>32</b>	<b>26</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 12,740.00</b>
<b>Phase B Design (Morrow-Cozaddale)</b>												
Update Title Sheet	1	0	0	0	0	1	2	0	0	0	\$ -	\$270.00
Update Schematic Plan	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Update Roadway Typical Sections	1	0	0	0	0	2	2	0	0	0	\$ -	\$370.00
Roadway General Notes	1	0	0	0	0	2	2	0	0	0	\$ -	\$370.00
Maintenance of Traffic Notes	1	0	0	0	0	2	2	0	0	0	\$ -	\$370.00
Maintenance of Traffic Detour Plan	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Roadway General Summary	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Update Roadway Plan and Profile Sheets	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Roadway Cross Sections	4	0	0	0	0	8	8	0	0	0	\$ -	\$1,480.00
Roadway Traffic Control	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Update Structural Site Plan	1	0	0	2	1	0	7	0	0	0	\$ -	\$1,010.00



**COST SUMMARY**

PRIME CONSULTANT:

IBI Group

2021-06-11

PROJECT: Morrow-Cozaddale Road Bridge #43-5.97 & Hendrickson Road Bridge #60-0.19

TASK	Number of Sheets	Project Director	Project Manager	Senior Structural Engineer	Structural Engineer	Design Engineer	Technician	Professional Surveyor	2 Man Survey Crew	Admin. Assistant	Subcontract Cost	Total
Structural General Notes	1	0	0	2	3	0	3	0	0	0	\$ -	\$920.00
Estimated Quantities	1	0	0	0	4	0	4	0	0	0	\$ -	\$840.00
Rear Abutment Demolition and Rehabilitation Details	1	0	0	0	8	0	8	0	0	0	\$ -	\$1,680.00
Forward Abutment Demolition and Rehabilitation Details	1	0	0	0	8	0	8	0	0	0	\$ -	\$1,680.00
Rear Abutment Plan and Elevation	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Forward Abutment Plan and Elevation	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Miscellaneous Abutment Details	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Bearing Details	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Framing Plan Details	1	0	0	3	10	0	11	0	0	0	\$ -	\$2,620.00
Beam Details	1	0	0	6	9	0	9	0	0	0	\$ -	\$2,780.00
Screed/Top of Haunch/Deck Elevation and Camber Tables	1	0	0	6	9	0	9	0	0	0	\$ -	\$2,780.00
Deck Plan	1	0	0	3	9	0	9	0	0	0	\$ -	\$2,325.00
Update Transverse Section	1	0	0	0	4	0	4	0	0	0	\$ -	\$840.00
Reinforcing Steel List	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Construction Cost Estimate	0	0	0	4	8	4	0	0	0	0	\$ -	\$1,980.00
Utility Coordination	0	0	2	0	0	0	0	0	0	0	\$ -	\$280.00
Project Meeting (Assume 1 Meeting)	0	0	1	0	0	0	0	0	0	0	\$ -	\$130.00
Project Management	0	0	4	0	0	0	0	0	0	0	\$ -	\$520.00
Load Rating	0	0	0	2	12	0	0	0	0	0	\$ -	\$1,790.00
<b>Phase B Design (Morrow-Cozaddale)</b>	<b>28</b>	<b>0</b>	<b>7</b>	<b>28</b>	<b>145</b>	<b>41</b>	<b>170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$41,645.00</b>
<b>Field Work (Hendrickson)</b>												
Property Owner Notification Letters	0	0	0	0	0	0	0	0	0	2	\$ -	\$116.00
Research and OUPS Call	0	0	0	0	0	0	0	2	0	0	\$ -	\$230.00
Field Survey	0	0	0	0	0	0	0	0	20	0	\$ -	\$2,900.00
Base Mapping and Boundary Resolution	0	0	0	0	0	0	0	14	0	0	\$ -	\$1,610.00
Bridge Field Review	0	0	0	4	4	0	0	0	0	0	\$ -	\$1,080.00
<b>Field Work (Hendrickson)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>2</b>	<b>\$ -</b>	<b>\$ 5,936.00</b>
<b>Phase A Design (Hendrickson)</b>												
Title Sheet	1	0	0	0	0	2	4	0	0	0	\$ -	\$540.00
Schematic Plan	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Roadway Typical Sections	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Roadway Plan and Profile Sheets	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Structural Site Plan	1	0	0	4	8	0	8	0	0	0	\$ -	\$2,260.00
Transverse Section	1	0	0	0	8	0	8	0	0	0	\$ -	\$1,680.00
Construction Cost Estimate	0	0	0	4	8	4	0	0	0	0	\$ -	\$1,980.00

**COST SUMMARY**

PRIME CONSULTANT:

IBI Group

2021-06-11

PROJECT: Morrow-Cozaddale Road Bridge #43-5.97 & Hendrickson Road Bridge #80-0.19

TASK	Number of Sheets	Project Director	Project Manager	Senior Structural Engineer	Structural Engineer	Design Engineer	Technician	Professional Surveyor	2 Man Survey Crew	Admin. Assistant	Subcontract Cost	Total
Phase A Design Decision Memorandum	0	0	2	4	8	2	0	0	0	0	\$ -	\$2,040.00
Utility Coordination	0	0	2	0	0	0	0	0	0	0	\$ -	\$260.00
Project Management	0	0	4	0	0	0	0	0	0	0	\$ -	\$520.00
Project Meeting (Assume 1 Meeting)	0	0	1	0	0	0	0	0	0	0	\$ -	\$130.00
<b>Phase A Design (Hendrickson)</b>	<b>6</b>	<b>0</b>	<b>9</b>	<b>12</b>	<b>32</b>	<b>26</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 12,740.00</b>
<b>Phase B Design (Hendrickson)</b>												
Update Title Sheet	1	0	0	0	0	1	2	0	0	0	\$ -	\$270.00
Update Schematic Plan	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Update Roadway Typical Sections	1	0	0	0	0	2	2	0	0	0	\$ -	\$370.00
Roadway General Notes	1	0	0	0	0	2	2	0	0	0	\$ -	\$370.00
Maintenance of Traffic Notes	1	0	0	0	0	2	2	0	0	0	\$ -	\$370.00
Maintenance of Traffic Detour Plan	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Roadway General Summary	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Update Roadway Plan and Profile Sheets	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Roadway Cross Sections	4	0	0	0	0	8	8	0	0	0	\$ -	\$1,480.00
Roadway Traffic Control	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Update Structural Site Plan	1	0	0	2	1	0	7	0	0	0	\$ -	\$1,010.00
Structural General Notes	1	0	0	2	3	0	3	0	0	0	\$ -	\$920.00
Estimated Quantities	1	0	0	0	4	0	4	0	0	0	\$ -	\$840.00
Rear Abutment Demolition and Rehabilitation Details	1	0	0	0	8	0	8	0	0	0	\$ -	\$1,680.00
Forward Abutment Demolition and Rehabilitation Details	1	0	0	0	8	0	8	0	0	0	\$ -	\$1,680.00
Rear Abutment Plan and Elevation	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Forward Abutment Plan and Elevation	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Miscellaneous Abutment Details	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Bearing Details	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Framing Plan Details	1	0	0	3	10	0	11	0	0	0	\$ -	\$2,760.00
Beam Details	1	0	0	6	9	0	9	0	0	0	\$ -	\$2,760.00
Screed/Top of Haunch/Deck Elevation and Camber Tables	1	0	0	6	9	0	9	0	0	0	\$ -	\$2,325.00
Deck Plan	1	0	0	3	9	0	9	0	0	0	\$ -	\$2,325.00
Update Transverse Section	1	0	0	0	4	0	4	0	0	0	\$ -	\$840.00
Reinforcing Steel List	1	0	0	0	12	0	12	0	0	0	\$ -	\$2,520.00
Construction Cost Estimate	0	0	0	4	8	4	0	0	0	0	\$ -	\$1,980.00
Utility Coordination	0	0	2	0	0	0	0	0	0	0	\$ -	\$260.00
Project Meeting (Assume 1 Meeting)	0	0	1	0	0	0	0	0	0	0	\$ -	\$130.00
Project Management	0	0	4	0	0	0	0	0	0	0	\$ -	\$520.00
Load Rating	0	0	0	2	12	0	0	0	0	0	\$ -	\$1,790.00



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Jeffrey B. Koehn, holding the title and position of Director at the firm DBI GROUP, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]

AFFIANT

Subscribed and sworn to before me this 6 day of July 20 21

[Signature]  
(Notary Public),

Hamilton County.

My commission expires March 3 20 24



**DARLENE SNEED**  
Notary Public, State of Ohio  
My Commission Expires  
March 3, 2024

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1016

Adopted Date July 27, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN AN OHIO PUBLIC WORKS COMMISSION (ISSUE 2) PROJECT AGREEMENT ON BEHALF OF THE WARREN COUNTY ENGINEER

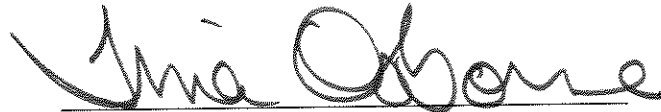
BE IT RESOLVED, to authorize the President of the Board to sign an Ohio Public Works Commission (Issue 2) project agreement for the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project on behalf of the Warren County Engineer; copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Public Works Commission  
Engineer (file)  
Issue 2 file

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**Ohio Public Works Commission**

**PROJECT GRANT AGREEMENT**

**OHIO SMALL GOVERNMENT CAPITAL IMPROVEMENTS PROGRAM**

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1, this Project Grant Agreement (“Agreement”) is entered into **July 5, 2021** by and between the State of Ohio, acting by and through the Administrator of the Ohio Small Government Capital Improvements Commission (“Administrator” or the “OSGCIP”), and **Warren County** (“Recipient”), in respect of the Project named **King Avenue Bridge #282-0.97 Over Little Miami River Improvements** as described in Appendix A of this Agreement (“Project”) to provide **5.8 %** of the total Project cost (“Participation Percentage”), not to exceed **Eight Hundred Thousand Dollars (\$ 800,000 )**, for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project **CJ04Y**

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## RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Small Government Capital Improvements Commission to affirm or overrule the recommendations of the Administrator.

Pursuant to Ohio Revised Code Section 164.051, the Administrator is empowered to review requests for financial assistance submitted by the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B) and recommend projects for funding to the Ohio Small Government Capital Improvements Commission ;

Pursuant to Ohio Revised Code 164.051, the Administrator is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been approved by the Ohio Small Government Capital Improvements Commission.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. **DEFINITIONS AND GENERAL PROVISIONS.** The following words and terms as used in this Agreement shall have the following meanings.

“Bond Counsel” means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director of the OPWC.

“Capital Improvement Project” means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

“Chief Executive Officer” means the single office or official of the Recipient and as designated in Appendix A pursuant to Section V. A. or authorized designee as per written notification to the Administrator.

“Chief Fiscal Officer” means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section V. A, or authorized designee as per written notification to the Administrator.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

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“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed from the OSGCIP to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

“Governing Body” means the the legislative authority of a municipal corporation, or the board of township trustees if a township.

“Local Subdivision” means a State village or township with a population in the incorporated area of the township of less than five thousand persons.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Administrator under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Participation Percentage” means the rounded percentage of the total actual Project costs that will be contributed by the OSGCIP, not to exceed the maximum dollar contribution of the OSGCIP identified in this Project Agreement, and the rounded percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OSGCIP percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OSGCIP which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written notification to the Administrator.

“State” means the State of Ohio.

“Tax-Exempt Organization” means a governmental unit, as used in Code Sections 141 and 148.

II. GRANT OF FINANCIAL ASSISTANCE. Subject to the terms and conditions contained in this Agreement, the Administrator hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Administrator under this Agreement for the completion of the Project.

A. *The Grant.* The Administrator hereby agrees to provide financial assistance in the form of a grant,



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from the Local Transportation Improvement Fund, in an amount not to exceed  
Eight Hundred Thousand Dollars (\$ 800,000 ).

B. *Joint Funded Project with the Ohio Department of Transportation.* For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Administrator hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections V.A., V.B., and V.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for eligible project costs will be disbursed by the Administrator and the OSGCIP directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the ODOT, the OSGCIP shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those eligible project costs within the Memorandum of Funds.

III. **LOCAL SUBDIVISION CONTRIBUTION.** The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OSGCIP shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.

IV. **PROJECT SCHEDULE.** Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Administrator. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Administrator as soon as possible. The Administrator will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Administrator.

V. **DISBURSEMENTS.** All payments made by the OSGCIP shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B)(1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Administrator and OSGCIP must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Administrator a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Administrator. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Administrator to be accurate and completed, the Administrator shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Office of Budget and Management, Ohio Shared Services, drawn in connection with the voucher, the Administrator shall forward the warrant by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Administrator by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by

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the Contractor which invoice requests payment of such sums in connection with its performance of the Project;

2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Administrator that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. A Disbursement Request Form properly certified by the Project Manager, Chief Executive Officer and the Chief Fiscal Officer; and
4. Such other certificates, documents and other information as the Administrator may reasonably require.

If the Administrator finds that the documents comply with the requirements of this Agreement, the Administrator is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

- C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.
- D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the Small Government Capital Improvements Commission for the execution of an amendment to this Agreement.
- E. *Project Cost Overruns.* The Recipient is responsible for any and all costs over and above what has been granted by the Ohio Small Government Capital Improvements Commission.

VI. **CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT.** The Recipient must comply with the following before receiving funds:

- A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Administrator as soon as possible or this Agreement may become null and void at the sole discretion at the Administrator.
- B. The Recipient shall execute all other documents and certificates as deemed necessary by the Administrator, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VII. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT.** The Recipient represents warrants and covenants for the benefit of the Administrator as follows:

- A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.

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- B. The Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement.
- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.
- D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
- E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.
- F. Use of the Project – Qualified Service Contracts.
1. *General.* The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
  2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.
    - a. *Qualified Service Contracts – Rev. Proc. 2017-13.* Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:
      - b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;
      - c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the

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Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

- d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;
- e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;
- f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80% of the weighted average reasonably expected economic life of the Managed Property;
- g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);
- h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;
- i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and
- j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:
  - (i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers,

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shareholders, partners, members, and employees of the Service Provider;

- (ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and
- (iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

- a. The compensation for services provided pursuant to the Service Contract is reasonable;
- b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;
- c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:
  - (i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (e.g., the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

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- (ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or
  - (iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or
  - (iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or
  - (v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or
  - (vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

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- (vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.
- d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;
- e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;
- f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and
- g. The Recipient and the Service Provider are not Related Parties.
4. *Exceptions.* The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VII.F. as not resulting in Private Business Use of the Project if it delivers to the Director of the OPWC, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.
- G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:
1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects", as defined in Ohio Revised Code Section 164.01(F);
  2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Administrator, for as long as the loan is outstanding;
  3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

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4. The Recipient may engage in Private Business Use only if it delivers to the Director of the OPWC, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director of the OPWC.
- H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.
- I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.
- J. *Construction Contract.* If federal funds are included as part of the financing of the non-OSGCIP portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:
1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);
  2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;
  3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
  4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
  5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;
  6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and
  7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- VIII. **PROGRESS REPORTS.** The Recipient shall submit to the Administrator, at the Administrator's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Administrator may reasonably require.



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- IX. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Administrator access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Administrator within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Administrator with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director of the OPWC may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.
- X. **GENERAL ASSEMBLY APPROPRIATION.** The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Administrator shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.
- XI. **THIRD PARTY RIGHTS AND LIABILITY.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Administrator and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Administrator any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Administrator and the Recipient's construction or management of the Project.
- XII. **TERMINATION.** The Administrator's and OSGCIP's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.
- XIII. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.
- XIV. **SEVERABILITY.** If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.
- XV. **ENTIRE AGREEMENT.** This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.
- XVI. **CAPTIONS.** Captions contained in this Agreement are included only for convenience of reference and do not

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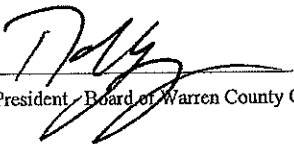
define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

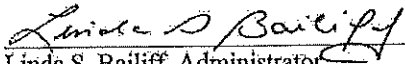
- XVII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.
- XVIII. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- XIX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Administrator prior to the acquisition of land and to the disbursement of funds
- XX. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.
- XXI. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- XXII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- XXIII. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, State and local laws, rules, regulations and ordinances.
- XXIV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. CJ04Y is effective as of the date first written above.

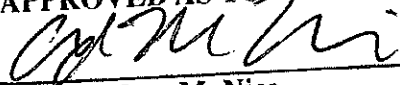
RECIPIENT

STATE OF OHIO  
Ohio Small Government Capital Improvement  
Commission

  
\_\_\_\_\_  
David Young, President - Board of Warren County Commissioners  
Warren County  
406 Justice Drive  
Lebanon, OH 45036

  
\_\_\_\_\_  
Linda S. Bailiff, Administrator  
Ohio Public Works Commission  
65 East State Street, Suite 312  
Columbus, OH 43215-4213

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Adam M. Nice  
Asst. Prosecuting Attorney

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**Appendix A**

**Project Completion Schedule, Administration Designation, Description**

- 1) *Project Schedule.* Construction must begin within one year of July 5, 2021 . Construction is scheduled to begin March 1, 2022 with completion by March 1, 2024 . The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Administrator providing that the Project can be completed within a reasonable time frame.
  
- 2) *Project Administration Designation.* The Project Administration Designation required by Section V.A. of this Agreement is designated by the Recipient as follows:  
  
David Young, President - Board of Warren County Commissioners to act as the Chief Executive Officer;  
Matthew Nolan, Auditor to act as the Chief Fiscal Officer; and  
Roy Henson, Warren County Bridge Engineer to act as the Project Manager.
  
- 3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

*Location:*

The King Avenue Bridge #282-0.97 over the Little Miami Rive is located in Deerfield and Hamilton Townships, between Miami Street in Kings Mills and Striker Road.

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*Description:*

Replace the existing deteriorated bridge with a new structure located approximately 300 feet upstream, consisting of a steel girder and concrete deck superstructure. The new bridge clear spans the river and will also carry both vehicular traffic and pedestrians. The adjacent roadway approaches will be improved and realigned to eliminate the poor existing geometry. The new roadway will also include a single lane roundabout at the intersection of the Cartridge Factory Development and access to the Scenic Trail. The new design will allow the trail and roadway to be graded separated by use of a precast concrete arch structure. Deerfield Township has agreed to contribute \$25,000 toward the construction of the project. The Township is participating in the project since it will provide a multi-use path connection from Carter Park in Kings Mills to the Little Miami Scenic Trail. Construct a new river bridge consisting of two spans (215 feet and 300 feet) for a total bridge length of 515 feet, accommodating two 12 foot lanes of traffic, two 4 foot shoulders, a 12 foot path, and three parapets. Construct a scenic trail bridge that has a 32 foot span and a 12 foot vertical clearance for the trail to the roadway. Construct the 1,500 feet of roadway improvements associated with the bridge replacement project.

See engineer's estimate in project application for approved bid items and quantities.

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**Appendix B**

**Local Subdivision Contribution, Disbursement Ratio,  
Project Financing and Expenses Scheme**

- 1) *OSGCIP/Local Subdivision Participation Percentages:* For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 94.2 % of the total Project Cost. The OSGCIP Participation Percentage shall be **5.8 %** not to exceed **\$ 800,000** .
- 2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OSGCIP under this Agreement for the Project to consist of the following components:

Project Estimated Costs	
a) Engineering	0
b) Construction Administration	0
c) Right-of-Way	0
d) Construction	13,859,784
e) Permits, Advertising, Legal	0
f) Construction Contingencies	0
<b>Total Estimated Costs</b>	<b>13,859,784</b>

Project Financial Resources	
a) Local Resources	
In-kind/Force Account	0
Local Revenues	2,359,784
Public Revenue – ODOT/FHWA	10,700,000
Public Revenue – OEPA/OWDA	0
Public Revenue – Other	0
<b>Total Local Resources</b>	<b>13,059,784</b>
b) OSGCIP Funds	800,000
<b>Total Financial Resources</b>	<b>13,859,784</b>

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1017

Adopted Date July 27, 2021

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS) AND THE OHIO DEPARTMENT OF MEDICAID (ODM) ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES (PCSA)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Subgrant Agreement with the Ohio Department of Job and Family Services and the Ohio Department of Medicaid, on behalf of Warren County Department of Children Services; copy of agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Ohio Department of Job and Family Services  
c/a – Ohio Department of Medicaid  
Children Services (file)  
OGA

## OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2223-11-7003

### RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM") and the Warren County Board of County Commissioners and Warren County Children Services Board (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Warren County for the operation of the Warren County Public Children Services Agency (PCSA) that is a standalone agency and performs all duties assigned to a public children services agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a child support enforcement agency (CSEA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

### DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.



- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

#### **ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES**

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Warren County PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Warren County and of the Warren County PCSA (hereinafter collectively referred to as "Subgrantee").

#### **ARTICLE II. STATUTORY AUTHORITY OF ODJFS**

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC 5160.20 and 5160.37.

#### **ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE**

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.
- N. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.
- O. Ensure all Medicaid eligibility case documentation is entered timely into Ohio's Electronic Data Management System (EDMS).

#### ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2021, through June 30, 2023, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies there is a balance in the appropriation not already allocated to pay current obligations.

#### ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2022 and 2023 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
  - 1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
    - a. Fiscal and accounting procedures.
    - b. Accounting records.
    - c. Internal control over cash, real and personal property, and other assets.
    - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
    - e. Source documentation; and
    - f. Cash management.

2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
  5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
  6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
  7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

#### ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37<sup>nd</sup> Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni-Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
  1. Proper identification of federal awards received.
  2. Maintenance of required internal controls.
  3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
  4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512;

5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

#### **ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.

1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.

3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
  4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

#### ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
  1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
  2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or

ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1 and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

#### ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.

- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2223-11-7003

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Warren County PCSA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

*Matthew Damschroder* 6/17/21  
PCSA Director Date

\_\_\_\_\_  
Matthew Damschroder, Interim Director Date

N/A *[Signature]*  
~~Presiding Officer, Children Services Board~~ ~~Date~~

OHIO DEPARTMENT OF MEDICAID

\_\_\_\_\_  
Maureen Corcoran, Director Date

*[Signature]* 7.27.21  
County Commissioner Date

*[Signature]* 7.27.21  
County Commissioner Date

*[Signature]* 7.27.21  
County Commissioner Date

APPROVED AS TO FORM

*Kathryn M. Horvath*  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1018

Adopted Date July 27, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/20/21 and 7/22/21, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1019

Adopted Date July 27, 2021

APPROVE BOND RELEASE FOR COPPAGE CONSTRUCTION CO., INC FOR  
COMPLETION OF IMPROVEMENTS IN THE DISTRICT AT DEERFIELD RESIDENTIAL  
SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren  
County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	The District at Deerfield Residential
Developer	:	Coppage Construction Co., Inc.
Township	:	Deerfield
Amount	:	\$34,821.80
Surety Company	:	Ohio Farmers Insurance Company #9856277

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 21-1020

Adopted Date July 27, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION SIX, PHASE A, PART 2 SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT

Bond Number	:	21-013 (W/S)
Development	:	Shaker Run, Section Six, Phase A, Part 2
Developer	:	The Drees Compnay
Township	:	Turtlecreek
Amount	:	\$6,969.60
Surety Company	:	Liberty Mutual Insurance Company (285067018)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: The Drees Company, Attn: Jeff Hebler, 211 Grandview Drive, Ft. Mitchell, KY 41017  
Liberty Mutual Ins. Co., Attn: Billy Brown, 2815 Forbs Ave., Ste 106, Hoffman Estates, IL 60192  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

21-013 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
The Drees Company \_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Liberty Mutual Insurance Company \_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Shaker Run  
\_\_\_\_\_ **Subdivision, Section/Phase** <sup>Sec Six, Ph A Part 2</sup> \_\_\_\_\_ (3) (hereinafter the "Subdivision") situated in  
Turtlecreek \_\_\_\_\_ (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$69,696.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0.00 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$6,969.60 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

- 12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
- 13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

The Drees Company  
Attn: Jeff Hebler  
211 Grandview Drive  
Ft. Mitchell, KY 41017  
Ph. ( 859 ) 578 - 4324



D. To the Surety:

Liberty Mutual Insurance Company

Attn: Billy Brown

2815 Forbs Ave., Suite 106

Hoffman Estates, IL 60192

Ph. ( 847 ) 551 - 2875

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)**

**Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)**

**Original Escrow Letter (attached)**

**Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).**

**Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).**

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:** The Drees Company

**SURETY:** Liberty Mutual Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Jeff Hebel

PRINTED NAME: Cynthia L. Choren

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

DATE: 6/22/21

DATE: June 22, 2021

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1020, dated 7-27-21.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \_\_\_\_\_

PRINTED NAME: David G. Young

TITLE: President

DATE: 7-27-21

RECOMMENDED BY:

By: Chris Bouch  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Adam Nice  
COUNTY PROSECUTOR / Adam Nice, A.P.A.

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



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

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

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia L. Choren

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

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

By: [Signature]

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2021



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage; note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1021

Adopted Date July 27, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH THE DRESS COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION SIX, PHASE A, PART 2 SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	21-013 (P/S)
Development	:	Shaker Run, Section Six, Phase A, Part 2
Developer	:	The Drees Company
Township	:	Turtlecreek
Amount	:	\$108,947.38
Surety Company	:	Liberty Mutual Insurance Company (285067020)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

Form ST-1  
Rev. 08/2016

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

21-013 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
The Drees Company (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to <sup>Six</sup> install certain improvements in Shaker Run  
Subdivision, Section/Phase <sup>Sec 6, Ph A Part 2</sup> (3) (hereinafter the "Subdivision") situated in  
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$216,405.48,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$83,805.68; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$108,947.38 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$43,281.10 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same



to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

The Drees Company  
Att: Jeff Hebel  
231 Grandview Dr.  
Ft. Mitchell, KY 41017  
Ph. ( 859 ) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company

Attn: Billy Brown

2815 Forbs Ave., Suite 106

Hoffman Estates, IL 60192

Ph. ( 847 ) 551 - 2875

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

       Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

       Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)

       Original Escrow Letter (attached)

  X   Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

       Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.

16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:** The Drees Company

**SURETY:** Liberty Mutual Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE

SIGNATURE

PRINTED NAME: Jeff Hebel

PRINTED NAME: Cynthia L. Choren

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

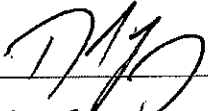
DATE: 6/22/21

DATE: June 22, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1021, dated 7.27.21.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: DAVID G. YOUNG

TITLE: President

DATE: 7.27.21

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR / Adam Nice, A.P.A.

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



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

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

Certificate No: 8204866

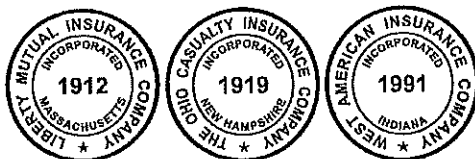
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia L. Choren

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

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



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella

Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1022

Adopted Date July 27, 2021

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Shaker Run Section Six, Phase A, Part 2 – Turtlecreek Township
- Boldt Subdivision – Deerfield Township
- Bereda Property – Franklin Township
- Brock's Estate Section One – Franklin Township

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1023

Adopted Date July 27, 2021

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO OHIOMEANSJOBS FUND #2258

WHEREAS, an amended certificate needs to be accepted and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate increasing revenue to fund #2258 in the amount of \$150,000 and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations for fund #2258;

Supplemental Appropriations

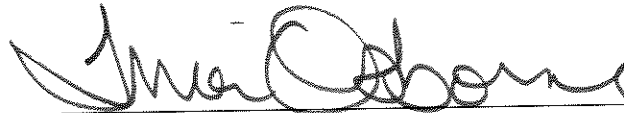
\$100,000.00	into	22585800-5663	(Classroom Training)
\$ 50,000.00	into	22585800-5102	(Regular Salaries)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Amended Cert. file  
OhioMeansJobs (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, July 22, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2021	Taxes	Other Sources	Total
Workforce Investment Act	(\$9,711.74)		\$994,159.00	\$984,447.26
Fund 2258				
<b>TOTAL</b>	(\$9,711.74)	\$0.00	\$994,159.00	\$984,447.26

\_\_\_\_\_ )  
 \_\_\_\_\_ )  
*Matt Nolan* )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1024

Adopted Date July 27, 2021

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990 and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of June 2021:

\$ 12,869.14	from	#11011112 5997	(Operational Transfers)
	into	5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 539.54	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 11,998.74	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 1,930.48	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young - yea  
Mr. Grossmann - yea  
Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1025

Adopted Date July 27, 2021

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the first disbursement of their mandated share for SFY 2021-2022 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:


\$ 16,464.38	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1026

Adopted Date July 27, 2021

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX PURCHASE  
FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$100,000.00 into 44953712-5320 (Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Facilities Management (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1027

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM OMB FUND 11011115 INTO  
ECONOMIC DEVELOPMENT FUND 11011116

WHEREAS, the incorrect fund number was used in resolution #21-0933 adopted July 6, 2021,  
approving the appropriation adjustment for Brian Beaudry vacation payout; and

WHEREAS, the necessary appropriation adjustment is needed to correct the error:

\$974.00	from	#11011115-5882	(OMB – Vacation Leave Payout)
	Into	#11011116-5882	(Economic Development – Vacation Leave Payout)

NOW THEREFORE BE IT RESOLVED, to approve the appropriation adjustment from OMB  
FUND 11011115 into Economic Development Fund 11011116.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Economic Development (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21- 1028

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,543.05      from    #11011116-5317      (Non-Capital Purchase)  
                         into    #11011116-5318      (Data Board Approve Non-Cap)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

RB/

cc: Auditor ✓  
Appropriation Adjustment file  
Economic Development (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1029

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #11011220-5820 (Health/Life Insurance)  
into #11011220-5318 (Non-Capital Purchases w/DA)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas Court (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1030

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS  
DEPARTMENT FUND #11012812 INTO #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 25,000.00 from #11012812-5400 (Data Purchased Services)  
into #11012810-5410 (Contract BOCC Approved)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj file  
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1031

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00            from #11012812-5910 (Other Expense)  
                              into #11012812-5114 (Data Overtime)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adj file  
Telecom (file)



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1032

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITH AUDITOR'S OFFICE FUND 2237

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,200.00 from # 22371120-5114 (Overtime)  
into # 22371120-5881 (Sick Leave Payout)

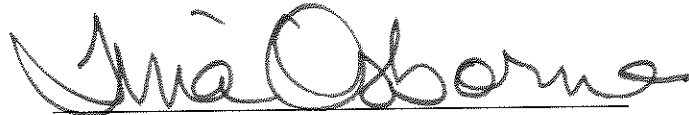
\$7,200.00 from #22371120-5317 (Non-Capital Purchases)  
into #22371120-5882 (Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)   
Appropriation Adjustment file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1033

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS FUND #2251

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$10,000.00 from #22511111-5410 (COAP Grant – Contracts BOCC Approved)  
into #22511111-5400 (COAP Grant – Purchased Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor   
Appropriation Adj. file  
OGA (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1034

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 15,000.00 from #44923823-5320 (Capital Purchases)  
into #44923823-5400 (Purchased Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj file  
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1035

Adopted Date July 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #44923823-5320 (Capital Purchases)  
into #44923823-5317 (Non Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj file  
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1036

Adopted Date July 27, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners' file

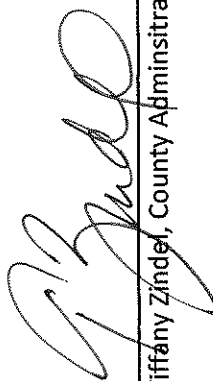
**REQUISITIONS**

Department	Vendor Name	Description	Amount
ENG	IBI GROUP ENGINEERING SERVICES USA INC	ENG SERV CON FOR MORR-COZAD_HENDRICK RD BRIDGE	\$ 125,642.00
FAC	CDW LLC	COMPUTER EQUIPMENT NEW JAIL	\$ 20,332.53
WAT	BELTING COMPANY OF CINCINNATI	VFD POWERFLEX 753 AC PACKAGED DRIVE N WELLFIELD	\$ 21,338.70
TEL	BUCKEYE POWER SALES CO INC	GENTRACKER DEVICE TO MONITOR TOWER ALARMS	\$ 14,401.64
WAT	WATKINS MECHANICAL INC	EMERGENCY REPAIR TO THE HVAC UNIT AT FIELDS ERT	\$ 3,864.97
TEL	BCS	PARTNER SUPPORT RENEWAL FOR MITEL EQUIPMENT	\$ 84,519.00

**PO CHANGE ORDER**

WAT	BUILDING CRAFTS INC.	LLMWWTP IMPROVEMENT PROJECT	\$ 120,508.00 decrease
-----	----------------------	-----------------------------	------------------------

7/27/2021 APPROVED:

  
\_\_\_\_\_  
Tiffany Zindel, County Administrator

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1037

Adopted Date July 27, 2021

APPROVE AND ENTER INTO CONTRACT WITH VSWC ARCHITECTS FOR THE WARREN COUNTY COURT EXPANSION PROJECT, ON BEHALF OF WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, pursuant to resolution #21-0629 adopted May 11, 2021 this Board authorized the Director of Facilities Management to initiate negotiations for criteria architect services with VSWC Architects relative to the Warren County Court Expansion Project; and

WHEREAS, said negotiations are complete and it is the recommendation of the Director of Facilities Management to enter into contract with VSWC Architects relative to the Warren County Court Expansion Project; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with VSWC Architects, 414 Reading Road Mason, Ohio 45040, for criteria architect services for the Warren County Court Expansion Project; as attached and made a part hereof;

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

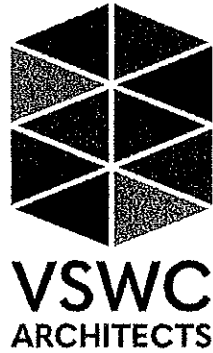
Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—VSWC Architects  
Facilities Management (file)  
Bid File



# An Agreement for the Provision of Limited Professional Services (Criteria Architectural Services)

Architect:  
VSWC Architects  
414 Reading Road  
Mason, Ohio 45040

Client/Owner:  
Warren County Department of Facilities Management  
406 Justice Drive  
Lebanon, Ohio 45036

Date: June 15, 2021

Project Name: Criteria Architect Services for the Warren County Court Expansion Project

Project Location: (Site to be determined) Justice Drive Campus, Lebanon, Ohio 45036

General Project Description: Provide Criteria Architectural Services for the project listed above.

Basic Scope of Services:

1. Criteria Architect Scope of Services for a Design Build Project are attached to this agreement and titled Exhibit A.

Exclusions – Not included under Basic Scope of Services:

1. Cost of Site Surveys
2. Geotechnical testing
3. Cost of zoning and building permits
4. Services performed by the Architect of Record

Additional Fees – Not included under Basic Scope of Services:

1. HVAC, Plumbing, Electrical, Technology Engineering Consultants- If engineering is required or requested for the criteria package. Cost of engineering to be billed at cost plus 10%.
2. Civil Engineering Consultants- If Civil Engineering is required or requested for the criteria package. Cost of engineering to be billed at cost plus 10%.

Fee Arrangement:


Scope of Services listed above will be provided for a fixed fee of \$50,000. Compensation for additional services, beyond the Scope of Services listed above, will be negotiated prior to performing the services.

**Offered by:**

  
\_\_\_\_\_  
Architect Date

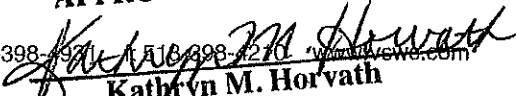
Jim Voorhis / President  
Printed name / title / Date

**Accepted by:**

  
\_\_\_\_\_  
Client's Representative Date

David G. Yang, President  
Printed name / title / Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Kathryn M. Horvath  
Representing Attorney



# **Exhibit A - Criteria Architect's Scope of Services for a Design-Build Project Professional Services Agreement**

## **ARTICLE 1 - CRITERIA ARCHITECT'S BASIC SERVICES**

### **1.1 General**

1.1.1 Basic Services to be provided by the Criteria Architect shall consist of the activities and stages set forth in Article 2 through Article 5.

### **1.2 Criteria Architect's Relationship to the Contractor**

1.2.1 The Criteria Architect is authorized to disapprove or reject Defective Work. The Criteria Architect shall immediately notify the Owner any time the Criteria Architect disapproves or rejects an item of Work.

1.2.2 The Criteria Architect is not responsible for design or construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

1.2.3 The Criteria Architect's review and approval of the Work and any information the Contractor submits to the Criteria Architect is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

### **1.3 Limitation of Criteria Architect's Authority**

1.3.1 Under no circumstances is the Criteria Architect authorized to:

- 1.3.1.1 bind the Owner to any authorizations under, modifications of, or amendments to any contract;
- 1.3.1.2 accept any defective or non-conforming services, Work, or vendor-furnished items;
- 1.3.1.3 make any settlements on behalf of the Owner; or
- 1.3.1.4 assume any responsibilities of the Contractor, Consultants, or Subcontractors.

## **ARTICLE 2 - CONCEPT AND DESIGN CRITERIA STAGE**

### **2.1 Organizational Meeting**

#### **2.1.1 Commencement.**

2.1.1.1 The Criteria Architect's Services will begin on the date set forth in a notice that the Owner will issue to the Criteria Architect.

2.1.1.2 Unless the Owner agrees otherwise in writing, the Criteria Architect's Services will begin with an organizational meeting between the Owner and the Criteria Architect.

2.1.2 During the organizational meeting, the attendees will:

- 2.1.2.1 review the responsibilities of each of the Owner's key personnel involved in the Project;
- 2.1.2.2 review the scope of the Criteria Architect's Services;
- 2.1.2.3 review and establish lines of communication between the Owner and the Criteria Architect;
- 2.1.2.4 develop a list of the Owner's Project-stakeholder representatives to be involved in the Concept and Design Criteria Stage to inform the development of the Concept and Design Criteria Documents; and
- 2.1.2.5 review the then-available information and documents which reflect the Owner's requirements and objectives for the Project including Project Schedule and Construction Budget requirements and objectives.

**2.1.3** Within 5 days after the organizational meeting is adjourned, the Criteria Architect shall prepare and submit to the Contracting Authority and the Owner:

**2.1.3.1** detailed minutes of the organizational meeting; and

**2.1.3.2** a proposed Project Schedule reflecting the performance of the Criteria Architect's Services and the progression of the Project through award of the Contract to the Contractor.

- .1 The Owner and the Criteria Architect will promptly thereafter consult with one another as necessary to reach agreement on the initial Project Schedule, which shall be used as the basis for moving forward with the Project subject to revision.

## **2.2 General Requirements**

**2.2.1** In addition to performing those Services required to comply with Sections 2.3 and 2.4, during the Concept and Design Criteria Stage, the Criteria Architect shall:

**2.2.1.1** identify the building type, necessity or feasibility of relocating utilities, layout for building and parking, and research, analyze, and document relevant information specific to the same;

**2.2.1.2** meet and otherwise work with the Owner and others with an interest in the Project to establish goals and objectives for the Project;

**2.2.1.3** gather, analyze, and document information relevant to the identified Project goals and objectives;

**2.2.1.4** identify and evaluate strategies to achieve the identified Project goals and objectives;

**2.2.1.5** advise the Owner in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

**2.2.1.6** meet with the Owner at intervals acceptable to the Owner, to review drawings and other documents which depict the current status of the Concept and Design Criteria Stage of the Project;

**2.2.1.7** identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;

**2.2.1.8** investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;

**2.2.1.9** notify the Owner of the need for the professional services of any Separate Consultants required for the Project; and

**2.2.1.10** review and provide recommendations concerning Site use and improvements and alternative approaches to selection of materials, building systems, and equipment.

## **2.3 Criteria Architect's Concept and Design Criteria Submission**

**2.3.1** At the completion of the Concept and Design Criteria Stage, the Criteria Architect shall submit the provisional Concept and Design Criteria Documents to the Owner.

**2.3.2** The provisional Concept and Design Criteria Documents shall be in the form of a written report, conceptual drawings, and/or conceptual specifications. At a minimum, the Concept and Design Criteria Documents shall include:

**2.3.2.1** an executive summary of the Concept and Design Criteria Documents;

**2.3.2.2** building type information including: (1) the types of functions included in the building type, (2) the space criteria for those functions, (3) typical relationships of spaces for those functions, (4) typical site requirements for the building type (5) technical, mechanical, electrical, security, or other issues unique to the building type, and (8) unique data specific to the particular project;

**2.3.2.3** a narrative description of the Project's goals and objectives such as: (1) the role of the Project in the achievement of the Owner's overall organizational objectives and goals; (2) Project form and image goals such as aesthetics, relationship to the site, adjacent areas, and neighbors including any historic, cultural,

and/or context implications; (3) function goals including identification of all major building functions and occupancy requirements; (4) economic goals including total Project Budget, Construction Budget, factors related to initial costs versus long-range operating and maintenance costs, level of quality desired; and (5) schedule goals including desired dates for commencement of construction and for Final Completion;

**2.3.2.4** a description of space requirements, including a listing of the desired spaces and an identification of each space's basic criteria such as occupancy requirements, dimensions, proportions, ceiling heights, and service, equipment, storage, utility, access, flexibility, configuration, security, adjacency, aesthetic, and other requirements;

**2.3.2.5** a description of planning and design criteria such as workstation, office/room standards, clustering and layout, parking layout criteria; circulation criteria; applicable space-planning modules; dimensional criteria; building systems interface criteria; envelope criteria; accessibility requirements; and a description of performance criteria applicable to building components such as envelope, structure, interior construction, and mechanical, electrical, and plumbing systems, etc. as may be required;

**2.3.2.6** a description of site development and design criteria including zoning, design guidelines, deed restrictions and requirements, utility availability, topography, built features, etc.;

**2.3.2.7** a conceptual site plan and conceptual building plans illustrating the Project's scale and the relationship of Project components to one another and the relationship of the Project to surrounding properties;

**2.3.2.8** if not noted on the drawings, conceptual specifications reflecting preliminary selections of materials, building systems, and/or equipment;

**2.3.2.9** a preliminary estimate of Construction Cost using area, volume or similar conceptual estimating techniques;

**2.3.2.10** a preliminary Project Schedule reflecting the design and construction of the Project through Owner occupancy;

**2.3.2.11** an identification of Applicable Law.

## **2.4 Concept and Design Criteria Documents Review**

**2.4.1** The Owner and the Criteria Architect shall meet to review the provisional Concept and Design Criteria Documents and to reach agreement on any Owner-authorized adjustments to the Concept and Design Criteria Documents, Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the provisional Concept and Design Criteria Documents.

**2.4.2** Unless the Owner agrees otherwise in writing, within 5 business days after the review meeting, the Criteria Architect shall revise the provisional Concept and Design Criteria Documents to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner. When the Owner approves of the revised Concept and Design Criteria Document, the revised provisional Concept and Design Criteria Documents shall become the Final Concept and Design Criteria Documents.

## **ARTICLE 3 - BEST VALUE SELECTION STAGE**

### **3.1 Commencement**

**3.1.1** Unless the Contracting Authority directs otherwise in writing, the Best Value Selection Stage will begin upon completion of the activities described under Section 2.4.

### 3.2 General Requirements

3.2.1 In addition to performing those Services required to comply with Sections 3.3 through 3.6, during the Best Value Selection Stage, the Criteria Architect shall:

3.2.1.1 meet with the Owner at intervals acceptable to the Owner, to review documents and other information which depict the current status of the Best Value Selection Stage;

3.2.1.2 develop the interest of design-build firms in the Project, including specifically those design-build firms (if any) the Owner asks the Criteria Architect to contact;

### 3.3 Preliminary Activities

3.3.1 The Criteria Architect shall schedule, conduct, and participate in meetings with the Contracting Authority and the Owner:

3.3.1.1 to identify design-builder qualifications criteria required for the Project and to determine how those criteria will be evaluated in the qualifications phase of the selection;

3.3.1.2 to identify the performance criteria and pricing criteria required for the Project and to determine how they will be evaluated and weighted in the request for proposal phase of the selection;

3.3.1.3 to identify and document any minimum or mandatory technical requirements for the project;

3.3.1.4 to establish a process for maintaining records of decisions made at all stages of the selection process; and

~~3.3.1.5 if applicable, to determine the amount of any stipend to be paid to the non-selected short-listed design-build firms for a responsive pricing and technical proposal.~~

### 3.4 Request for Qualifications

~~3.4.1 In consultation with the Owner, the Criteria Architect shall (1) assist with publishing the advertisement, (2) prepare the Request for Qualifications and related clarifications, and (3) receive the Statements of Qualifications.~~

3.4.2 The Criteria Architect shall support the Evaluation Committee in its evaluation of the Statements of Qualifications by advising the Evaluation Committee on technical issues, however, the Criteria Architect shall not participate as a voting member of the Evaluation Committee unless an employee of the public authority.

### 3.5 Request for Proposals

~~3.5.1 In consultation with the Owner, the Criteria Architect shall (1) prepare and issue the Request for Proposals and related clarifications, (2) participate in pre-proposal meetings, and (3) receive the Proposals, (4) provide relevant AIA Design-Build Contract Forms to Owner to be reviewed and modified.~~

3.5.2 The Criteria Architect shall support the Evaluation Committee in its evaluation of the Proposals by attending proposer interviews and advising the Evaluation Committee on pricing and/or technical issues, but the Criteria Architect shall not participate in the ranking of the Proposals.

3.5.2.1 If the Proposals include GMP Proposals, the Criteria Architect shall assist the Evaluation Committee in its comparative analysis and normalization of the GMP Proposals, which Services include the Criteria Architect's detailed review and analysis of the proposed GMP Documents as described under Section 4.4.

### 3.6 Contract Award and Negotiation

3.6.1 The Criteria Architect shall assist the Owner with the award and negotiation of the Contract by advising the Owner on pricing and technical issues.

## ARTICLE 4 - PRECONSTRUCTION STAGES

### 4.1 Commencement

4.1.1 Unless the Owner directs otherwise in writing, the Criteria Architect's Services during the Project's Preconstruction Stages will begin upon completion of the activities described under Section 3.6.

4.1.2 The Criteria Architect shall attend and participate in the organizational meeting described in the Contract.

### 4.2 General Requirements

4.2.1 During the Preconstruction Stages, the Criteria Architect shall:

4.2.1.1 issue clarifications and interpretations of the Final Concept and Design Criteria Documents;

4.2.1.2 advise the Owner and the Contractor in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

4.2.1.3 meet with the Owner and the Contractor at intervals acceptable to the Owner, to review drawings and other documents which depict the current status of the Preconstruction Stages;

4.2.1.4 notify the Owner of the need for and assist the Owner with obtaining the professional services of any Separate Consultants required for the Project; and

4.2.1.5 at the request of the Owner:

- .1 identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;
- .2 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions;
- .3 review Contractor submittals (in addition to the submittals described under Section 4.3) for acceptability and conformance with the Final Concept and Design Criteria Documents, Construction Budget, or Project Schedule;
- .4 evaluate and provide recommendations to the Owner concerning contemplated modifications of the Final Concept and Design Criteria Documents;
- .5 evaluate and provide recommendations to the Owner concerning disputes with the Contractor; and
- .6 review and provide recommendations to the Owner concerning the Contractor's invoices for Preconstruction Services.

### 4.3 Submittal Reviews

4.3.1 The Criteria Architect shall receive from the Owner and promptly review a copy of the Contractor's submissions at the end of each of the Preconstruction Stages.

4.3.2 Within 7 days after receiving a Contractor submission, the Criteria Architect shall review and analyze it in detail and submit a report to the Owner through which the Criteria Architect shall individually address each of the following topics at a minimum:

4.3.2.1 whether the Work described in the submission appears consistent with the Final Concept and Design Criteria Documents;

4.3.2.2 whether the Work described in the submission appears consistent with the Construction Budget; and

4.3.2.3 whether the Work described in the submission appears consistent with the Project Schedule.

4.3.3 If the Criteria Architect finds that the Work described in the submission appears inconsistent with the Final Concept and Design Criteria Documents, Construction Budget, or Project Schedule, the Criteria Architect shall also describe and identify in writing specific examples of the inconsistencies.

4.3.4 At the Owner request, the Criteria Architect shall meet with the Owner and the Contractor to review the Criteria Architect's report.

4.3.5 At the Owner's request, the Criteria Architect shall assist the Owner with the negotiation of the Contractor's GMP Amendment.

#### 4.4 GMP Proposal and Amendment

4.4.1 The Criteria Architect shall receive from the Owner and promptly review a copy of the Contractor's GMP Proposal.

4.4.2 Within 7 days after receiving a copy of the Contractor's GMP Proposal, the Criteria Architect shall review and analyze it in detail and submit a written report to the Owner through which the Criteria Architect shall individually address each of the following topics at a minimum as appropriate for the Stage in the Project when the Contractor submits the GMP Proposal:

4.4.2.1 clarity of the GMP Proposal;

4.4.2.2 completeness of the GMP Proposal;

4.4.2.3 coordination of the documents comprising the GMP Proposal;

4.4.2.4 whether the Work described in the GMP Proposal appears consistent with the Final Concept and Design Criteria Documents;

4.4.2.5 whether the Work described in the GMP Proposal appears consistent with the Construction Budget; and

4.4.2.6 whether the Work described in the GMP Proposal appears consistent with the Project Schedule.

4.4.3 If it is the Criteria Architect's opinion that the clarity, completeness, or coordination of the Contractor's GMP Proposal is deficient, the Criteria Architect shall also describe and identify in its report specific examples of the deficiencies. If the Criteria Architect finds that the Work described in the Contractor's GMP Proposal appears inconsistent with the Final Concept and Design Criteria Documents, Construction Budget, or Project Schedule, the Criteria Architect shall also describe and identify in its report specific examples of the inconsistencies.

4.4.4 At the Owner's request, the Criteria Architect shall meet with the Owner and the Contractor to review the Criteria Architect's report.

4.4.5 At the Owner's request, the Criteria Architect shall assist the Owner with the negotiation of the Contractor's GMP Amendment.

### ARTICLE 5 - CONSTRUCTION AND CLOSEOUT

#### 5.1 Commencement

5.1.1 Unless the Owner directs otherwise in writing, the Criteria Architect's Services during Construction and Closeout will commence with the Owner's issuance of the Notice to Proceed to the Contractor and will terminate upon Final Acceptance of the Project.

#### 5.2 General Requirements

5.2.1 During the Construction and Closeout, the Criteria Architect shall:

5.2.1.1 advise the Owner and the Contractor in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

5.2.1.2 meet with the Owner and the Contractor at intervals acceptable to the Owner, to review the current status of the Project;

5.2.1.3 notify the Owner of the need for and assist the Owner with obtaining the professional services of Separate Consultants which may be required for the Project; and

5.2.1.4 at the request of the Owner:

- .1 identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;
- .2 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions;
- .3 review Contractor submittals including Drawings, Specifications, and Action Items for acceptability and conformance with the GMP Documents;
- .4 visit the Site to observe the Work, attend meetings, and determine in general if the Work is proceeding in accordance with the GMP Documents and the Project Schedule;
- .5 evaluate and provide recommendations to the Owner concerning Modifications and Claims;
- .6 advise the Owner as to the necessity of special inspections, tests, or approvals, and review the associated results;
- .7 review and provide recommendations to the Owner concerning the Contractor's DB Payment Requests;
- .8 review and provide recommendations to the Owner concerning the Contractor's closeout documentation.

### 5.3 Differing Site Condition Investigation

5.3.1 Promptly after receiving notice of a Differing Site Condition from the Contractor, the Criteria Architect shall investigate to determine whether the Contractor has encountered a Differing Site Condition.

5.3.2 The Criteria Architect shall give written notice of its determination to the Owner and the Contractor within 10 days after completing the investigation.

## ARTICLE 6 - ADDITIONAL SERVICES

### 6.1 General

#### 6.1.1 Services Not Included in Basic Services.

6.1.1.1 The Criteria Architect shall provide the services listed in **Sections 6.2 through 6.4** as Additional Services only when identified in the Agreement Form and approved in writing by the Owner.

6.1.1.2 The Fee for the Additional Services listed in **Sections 6.2 through 6.4** shall be paid as provided in the Agreement Form, in addition to payment for the Basic Services; however, the Criteria Architect shall not be compensated for any of the Additional Services listed in **Sections 6.2 through 6.4** made necessary by any act or omission of the Criteria Architect or any of the Criteria Architect's Consultants.

6.1.1.3 Unless waived by the Owner in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

### 6.2 Schematic Design Stage Services

#### 6.2.1 Commencement.

6.2.1.1 Unless the Owner directs otherwise in writing, the Schematic Design Stage will begin upon completion of the activities described under **Section 2.4**.

### 6.2.2 General Requirements.

6.2.2.1 In addition to performing those Services required during the Schematic Design Stage, the Criteria Architect shall:

- .1 advise the Owner in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;
- .2 meet with the Owner at intervals acceptable to the Owner, to review drawings and other documents which depict the current status of the Schematic Design Stage of the Project;
- .3 further evaluate and refine the Final Concept and Design Criteria Documents;
- .4 identify all issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;
- .5 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;
- .6 notify the Owner of the need for and assist the Owner in selecting, retaining, and coordinating the professional services of any Separate Consultants required for the Project; and
- .7 assist the Owner with filing documents required for the approvals of governmental authorities with jurisdiction over the Project.

### 6.2.3 Criteria A/E's Schematic Design Submission.

6.2.3.1 At the completion of the Schematic Design Stage, the Criteria Architect shall submit the provisional Schematic Design Documents to the Owner.

6.2.3.2 The provisional Schematic Design Documents shall include:

- .1 a conceptual site plan and preliminary building plans and elevations illustrating the Project's scale and the relationship of Project components to one another and the relationship of the Project to surrounding properties;
- .2 if not noted on the drawings, a written description of preliminary selections of major building systems and construction materials;
- .3 an estimate of Construction Cost using area, volume or similar conceptual estimating techniques;
- .4 cost evaluations of alternative building systems and construction materials;
- .5 an identification of any unresolved issues related to compliance with Applicable Law;
- .6 a written description of all modifications of the Final Concept and Design Criteria Documents;
- .7 if agreed in writing by the Owner, the Criteria Architect will develop study models, perspective sketches, electronic modeling, or combinations of those media; and
- .8 all other documents and information required under the Minimum Stage Submission Requirements attached as an exhibit to the Agreement Form.

### 6.2.4 Schematic Design Documents Review.

6.2.4.1 The Owner, and the Criteria Architect shall meet to review the provisional Schematic Design Documents and to reach agreement on any Owner authorized adjustments to the Final Concept and Design Criteria Documents, Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the provisional Schematic Design Documents.

6.2.4.2 Unless the Owner agrees otherwise in writing, within 5 business days after the review meeting, the Criteria Architect shall revise its Schematic Design Stage submission to reflect the adjustments and clarifications agreed upon in the review meeting and resubmit those documents to the Owner. When the Owner approves of the revised Schematic Design Stage submission and signs the related Design Review Acceptance form, the revised Schematic Design Stage submission shall become the final Schematic Design Documents.



### 6.3 Design Development Stage Services

#### 6.3.1 Commencement.

6.3.1.1 Unless the Contracting Authority directs otherwise in writing, the Design Development Stage will begin upon completion of the activities described under Section 6.2.4.

#### 6.3.2 General Requirements.

6.3.2.1 In addition to performing those Services required to comply with Sections 6.3.3 through 6.3.5, during the Design Development Stage, the Criteria Architect shall:

- .1 advise the Owner in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;
- .2 meet with the Owner at intervals acceptable to the Owner, to review drawings and other documents which depict the current status of the Design Development Stage of the Project;
- .3 further evaluate and refine the Final Concept and Design Criteria Documents;
- .4 develop estimates of the Construction Costs in increasing detail;
- .5 prepare and submit a sole-source justification letter describing any materials, products, or systems included in the Work that are only available from a single manufacturer, supplier, or contractor to the Owner for its approval in writing;
- .6 resolve all issues related to compliance with Applicable Law (except to the extent stated otherwise in writing by the Criteria Architect for necessary variances and waivers at the time of the Criteria Architect's provisional Design Development Document submission) and participate in related meetings with government authorities that have jurisdiction over the Project;
- .7 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;
- .8 notify the Owner of the need for and assist the Owner in selecting, retaining, and coordinating the professional services of any Separate Consultants required for the Project;
- .9 assist the Owner with filing documents required for the approvals of governmental authorities with jurisdiction over the Project; and
- .10 review and provide recommendations concerning Site use and improvements and alternative approaches to selection of materials, building systems, and equipment.

#### 6.3.3 Life Cycle Cost Analysis.

6.3.3.1 The Criteria Architect shall prepare and submit 3 copies of the revised LCCA for the selected design concept to the Owner.

#### 6.3.4 Criteria Architect's Design Development Submission.

6.3.4.1 At the completion of the Design Development Stage, the Criteria Architect shall submit the provisional Design Development Documents to the Owner.

6.3.4.2 The provisional Design Development Documents shall include:

- .1 plans, sections, elevations, typical construction details, and equipment layouts that illustrate and describe the refinement of the Project's design and the size and character of the Project in terms of architectural, structural, mechanical, plumbing, and electrical systems, materials, and other elements as may be appropriate;
- .2 specifications sufficient to identify the quality and other characteristics of the proposed or selected materials, equipment, finishes, fixtures, and systems;
- .3 an estimate of Construction Cost;
- .4 a written description of all proposed or previously agreed upon alternates, which description may be included in the specifications rather than as a separate document;
- .5 a written description of all proposed or previously agreed upon allowances;

- .6 an identification of any unresolved issues related to compliance with Applicable Law;
- .7 a written description of all modifications of the Final Concept and Design Criteria Documents;  
and
- .8 all other documents and information required under the Minimum Stage Submission Requirements attached as an exhibit to the Agreement Form.

#### **6.3.5 Design Development Documents Review.**

**6.3.5.1** The Owner and the Criteria Architect shall meet to review the provisional Design Development Documents and to reach agreement on any Owner-authorized adjustments to the Final Concept and Design Criteria Documents, Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the provisional Design Development Documents.

**6.3.5.2** Unless the Owner agrees otherwise in writing, within 5 business days after the review meeting, the Criteria Architect shall revise its Design Development Stage submission to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner. When the Owner approves of the revised Design Development Stage submission and signs the related Design Review Acceptance form, the revised Design Development Stage submission shall become the final Design Development Documents.

#### **6.4 Miscellaneous Additional Services**

**6.4.1 Specialized Services.** Providing specialized design and engineering services, including, but not limited to, services for acoustical analysis or design, computer services, communication consultant services, design or specification of unusual or large volumes of fixtures, furnishings, and equipment.

**6.4.2 Additional On-Site Services.** Providing administration or observation of construction beyond the Basic Services.

**6.4.3 Extensive Change Orders.** Preparing Drawings, Specifications, cost estimates, and other documents and supporting data in connection with Change Orders beyond those services to be reasonably provided as Basic Services.

**6.4.4 Partnering and Scheduling Consultants.** Serving as a partnering or construction scheduling consultant or providing such consulting services.

**6.4.5 Perspectives, Models, Renderings.** Preparing professional perspectives, physical models, or renderings, which are not otherwise useful or necessary to the Criteria Architect in providing the Basic Services required hereunder and which are provided at the prior written request of the Owner.

**6.4.6 Grant Applications.** Preparing applications and supporting documents for governmental grants, loans, or advances.

**6.4.7 Special Studies.** Providing planning services, site evaluations, environmental studies, or comparative studies of prospective sites, preparing special surveys, studies, and submissions required under Applicable Law.

**6.4.8 Surveys.** Providing surveying services, including land surveys and rights-of-way studies.

**6.4.9 Investigation of Conditions for New Construction.** Providing services for new construction to investigate existing conditions or facilities, to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

**6.4.10 Constructability and Cost Analyses.** Preparing extensive analyses of the construction feasibility of the Project or of owning and operating costs, or preparing detailed quantity surveys or inventories of material, equipment, and labor beyond those services to be reasonably provided as Basic Services.

**6.4.11 Off-Site Services.** Providing planning or design services for off-site utilities, which are not adjacent to the Project, building connections, or roadways.

**6.4.12 Certain Revisions.** Making revisions in Drawings, Specifications, or other Contract Documents at the request of the Owner when such revisions are inconsistent with written approvals or instructions previously given or are required by the enactment or revision of Applicable Law subsequent to the preparation of such documents.

**6.4.13 Replacement Work.** Providing consultation and other services in connection with replacement of any Work damaged by fire, casualty, or other incident not caused by negligence of the Criteria Architect or any Consultant.

**6.4.14 Contractor Default.** Providing services made necessary by a Contractor's default.

**6.4.15 Additional Documents.** Providing more sets of Contract Documents than the number required as Basic Services.

**6.4.16 Special Inspections Required by the Ohio Building Code.**

**6.4.16.1** The special inspections indicated in the current edition of the OBC Chapter 17 are not included as Basic Services; however, in the event such special inspections are required as a condition of the Plan Approval issued by the Building Authority having jurisdiction for the Project, the Criteria Architect may provide the special inspections and be compensated for such as Additional Services, and may provide written notice to the Contractor and the Owner of the Special Inspection to be performed.

**6.4.16.2** The Criteria Architect shall not be compensated for any such Additional Services made necessary by the act or omission of the Criteria Architect or any Consultant of the Criteria Architect.

**END OF DOCUMENT**

**Warren County Court Expansion Project | Professional Services Agreement**

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**ARTICLE 1 – ARCHITECT’S RESPONSIBILITIES**

**1.1 Nondiscrimination**

1.1.1 The CA shall comply with Applicable Law regarding equal employment opportunity, including Ohio Revised Code (“ORC”) Section 153.59.

1.1.1.1 As required under ORC Section 153.59, the CA agrees to both of the following:

- .1 “in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and”
- .2 “no contractor, subcontractor, or any person on a contractor’s or subcontractor’s behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.”

**1.2 Royalties and Patents**

1.2.1 The CA shall inform the Owner if the CA is aware that a particular invention, design, process, or device specified in the Contract Documents is subject to patent rights or copyrights calling for the payment of a license fee or royalty.

**1.3 Assignment of Antitrust Claims**

1.3.1 Each party to this Agreement recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser of goods and services; in this instance the ultimate purchaser is the Owner. Therefore, the following assignment is made:

1.3.1.1 The CA hereby assigns, sells, conveys and transfers to the Owner any and all rights, title, and interest in and to any and all claims and causes of action which the CA may now have or hereafter acquire under the

antitrust laws of the United States of America or the state of Ohio, provided that the claims or causes of action relate to the particular goods, products, commodities, intangibles, or services purchased, procured, or acquired by, or rendered to, the Owner pursuant to this Agreement, and except as to any claims or causes of action which result from antitrust violations commencing after the compensation is established under this Agreement, which are not passed on to the Owner by any means.

In addition, the CA warrants and represents that it will require any and all of its Consultants and suppliers to assign any and all federal and state antitrust claims and causes of action to the Owner, subject to the provision and exception stated above.

#### 1.4 CA's Services

1.4.1 The CA shall provide Services for the Project, including, but not limited to, Services customarily furnished in accordance with generally accepted architectural or engineering practice, in accordance with the terms of this Agreement.

1.4.2 The CA shall provide the Services in accordance with Applicable Law, the applicable announcement issued pursuant to ORC Section 153.67 ("Announcement"), and the Owner's Standards of Design, if any.

1.4.3 The CA shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures, or scheduling used by a Contractor to comply with the Contractor's obligations under its Contract for the Project or for safety precautions and programs in connection with the Contractor's Work on the Project.

1.4.4 The CA shall not be responsible for or have control or charge over the acts or omissions of Contractors or Subcontractors, any of their agents or employees, or any other persons performing any Work on the Project.

1.4.5 The CA shall render decisions in connection with a Contractor's responsibilities under the Contract Documents and submit recommendations to the Owner for enforcement of the Contractor's contract as necessary.

1.4.6 The CA is the initial interpreter of all requirements of the Contract Documents.

1.4.7 All of the CA's decisions are subject to final determination by the Owner.

#### 1.5 Standard of Care

1.5.1 The CA shall perform its Services consistent with the professional skill and care ordinarily provided by registered architects in the same or similar locality under the same or similar circumstances.

1.5.2 The CA shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

1.5.3 The CA shall perform its Services in accordance with the applicable rules established by its respective state board of registration, including, but not limited to, the following codes of conduct and/or ethics pursuant to the Ohio Administrative Code ("OAC"):

1.5.3.1 Registered architects: OAC Section 4703-3-07.

#### 1.6 Construction Budget

1.6.1 The Owner shall provide written notice to the CA of any change in the Construction Budget.

1.6.2 The CA shall perform its Services so that the Project is completed within the Construction Budget.

1.6.3 The CA and Owner do not have control over the cost of labor, materials, or equipment, over Contractors' methods of determining prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the CA does not warrant or represent that competitively bid or negotiated prices will not vary from the Construction Budget or from any estimate of cost or evaluation prepared, or agreed to, by the CA.

## 1.7 Cooperation

1.7.1 The CA shall perform the Services so as not to interfere with, disturb, hinder, or delay the services of Separate Consultants or the Work of the Contractors. The CA shall cooperate and coordinate fully with all Separate Consultants and Contractors and shall freely share all of the CA's Project-related information with them to facilitate the timely and proper performance of the Services and of the services and work of the Separate Consultants and Contractors.

1.7.2 If the CA damages the property or work of any Separate Consultant or Contractor, or by failure to perform the Services with due diligence, delays, interferes with, hinders, or disrupts the services of any Separate Consultant or the work of any Contractor who suffers additional expense and damage as a result, the CA is responsible for that damage, injury, or expense.

1.7.3 If the proper execution or results of any part of the Services depends upon work performed or services provided by the Owner, a Separate Consultant, or a Contractor, the CA shall review that other work and appropriate instruments of service, and promptly report to the Owner in writing any observed defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Services.

1.7.4 The CA shall not delay the Services on account of any claim, dispute, or action between the CA and a Separate Consultant or Contractor.

## 1.8 Records

1.8.1 The records of all of the CA's Direct Personnel Expenses, Reimbursable Expenses, and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner at all times and shall be maintained for 5 years after the Owner's Final Acceptance of the Project.

1.8.2 All other records kept by the CA related to the Project shall be available to the Owner at all times and shall be maintained for 5 years after the Owner's Final Acceptance of the Project.

## ARTICLE 2 – OWNER'S RIGHTS AND RESPONSIBILITIES

### 2.1 Owner

2.1.1 The Owner shall designate an Owner's Representative, a person authorized to act on the Owner's behalf with respect to the Project to the extent provided in the Contract Documents.

2.1.2 The Owner shall furnish information and services required of it in a timely manner.

### 2.2 Required Actions

2.2.1 The Owner shall review, approve, or take such actions as are required of them by this Agreement, the Contract Documents, and Applicable Law in a reasonable and timely manner.

### 2.3 Owner's Requirements

2.3.1 The Owner shall provide, to the CA, full information regarding its requirements for the Project including, but not limited to, the Program of Requirements, design and construction standards, and work rules, which shall set forth the Owner's use, design, time, and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, and systems and Site requirements.

2.3.2 The Owner shall furnish information and services required of it in a timely manner.

## 2.4 Site Description

2.4.1 If reasonably requested by the CA as necessary for the Project, the Owner shall furnish a legal description and a certified land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; locations, dimensions, and complete data pertaining to existing buildings, other improvements, and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths.

## 2.5 Notice to CA

2.5.1 If the Owner observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project or the services of the CA, prompt written notice thereof shall be given to the CA.

## 2.6 Legal Representation

2.6.1 The Owner shall not be responsible to provide or pay for any legal representation of the CA.

## 2.7 Limitation of Authority

2.7.1 The CA shall not have any authority to bind the Owner for the payment of any costs or expenses without the prior express written approval of the Owner, as applicable.

2.7.2 The CA shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and the Contract Documents.

2.7.3 The CA's authority to act on behalf of the Owner may be modified only by an amendment to this Agreement in accordance with Section 4.3.

# ARTICLE 3 – CONSULTANTS

## 3.1 Consultant Services

3.1.1 The CA may provide a portion of the Services through one or more Consultants, provided, however, that the CA shall remain responsible for all of the CA's duties and obligations under this Agreement.

3.1.2 By appropriate written agreement, the CA shall require each Consultant, to the extent of the Consultant's portion of the Services, to be bound to the CA by the terms of this Agreement, and to assume toward the CA all of the obligations and responsibilities which the CA assumes toward the Owner.

3.1.2.1 The CA shall not retain any Consultant on terms inconsistent with this Agreement.

3.1.2.2 All agreements between the CA and a Consultant shall identify the Owner as the agreement's intended third-party beneficiary.

3.1.3 The CA shall obtain the Owner's written approval before engaging any Consultant not named in the Agreement. The CA shall not employ any Consultant against whom the Owner has a reasonable objection. The Owner's approval or disapproval of any Consultant, however, will not relieve the CA of the CA's full responsibility for the performance of the services.

3.1.4 The CA shall not remove any Consultant from the Project or reduce the extent of any Consultant's participation in providing the services without the Owner's prior written consent. The CA shall not permit any Consultant to replace any previously identified team member except with the Owner's prior written consent unless the Consultant ceases to employ that person. On notice from the Owner, the CA shall immediately and permanently remove from the Project any Consultant or person under a Consultant's control whose performance is not satisfactory to the Owner.

3.1.5 The Owner may communicate with any Consultant either through the CA or directly with the Consultant, but the Owner may not modify the agreement between the CA and any Consultant.

## 3.2 Payments by CA

3.2.1 Within 10 business days of receipt of payment made pursuant to this Agreement, the CA shall pay all portions thereof due to Consultants and to persons who provided items, the expenses of which are Reimbursable Expenses.

3.2.2 The Owner has no obligation to pay or see to the payment of money to any Consultant except as otherwise required under Applicable Law.

## ARTICLE 4 – MODIFICATIONS

### 4.1 Compensation for Extension of Project Time

4.1.1 If the CA notifies the Owner not less than 30 days before the date for completion of the Project set in the approved Project Schedule, that the time for completion is reasonably expected to be exceeded by more than 10 percent through no fault of the CA, the CA's compensation Services to be rendered during such extended period, shall be negotiated to the mutual reasonable satisfaction of the Owner and the CA.

4.1.2 If, through such negotiation, the Owner agrees that the CA shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Section 4.3.

4.1.3 Such amendment shall be executed before the CA renders any Services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the Owner.

### 4.2 Compensation for Change of Scope of Project or Construction Budget

4.2.1 The Project Scope is defined by the Approved Program of Requirements, as provided in Exhibit B.

4.2.2 The Construction Budget is defined in the Agreement Form.

4.2.3 If the Owner, through no fault of the CA, materially change the Project Scope after the Schematic Design Stage or materially change the Construction Budget at any time after the execution of this Agreement, any necessary adjustment in the CA's compensation shall be negotiated to the mutual reasonable satisfaction of the Owner and the CA.

4.2.4 If, through such negotiation, the Owner agrees that the CA shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Section 4.3.



4.2.5 Such amendment shall be executed before the CA renders any Services made necessary by such change in the Project Scope or the Construction Budget, unless otherwise agreed in writing by the Owner.

#### 4.3 Amendments

4.3.1 This Agreement may be modified only by an amendment prepared by the Owner and signed by both the CA and the Owner.

#### 4.4 Allocation Adjustments

4.4.1 Without exceeding the total compensation for this Agreement, the allocation of costs, as described in the Agreement Form, may be adjusted upon request of the CA and approval by the Owner without a formal signed amendment.

### ARTICLE 5 – DISPUTE RESOLUTION

#### 5.1 Mediation

5.1.1 The Owner and the CA may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation as shall be mutually agreeable.

#### 5.2 Notice and Filing of Requests

5.2.1 Any request by the CA for additional fees or expenses shall be made in writing to the Owner and filed prior to payment of the final 5 percent of the Basic Fee. The CA's failure to comply with the requirements of this Section 5.2.1 shall constitute an irrevocable waiver by the CA of any request for such fees and expenses.

#### 5.3 Substantiation of Request

5.3.1 In every written request filed pursuant to Section 5.2, the CA shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

#### 5.4 Meeting with the Owner

5.4.1 Within 30 days after receipt of the request filed with the Owner pursuant to Section 5.2, or other period mutually agreed by the parties, the Owner shall schedule a meeting to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting.

5.4.2 The meeting scheduled by the Owner shall be attended by persons expressly and fully authorized to resolve the request on behalf of the CA.

#### 5.5 Performance

5.5.1 The CA shall proceed with the CA's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the CA and the Owner in writing.

5.5.2 The Owner shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute.

### ARTICLE 6 – COMPENSATION AND PAYMENT

## 6.1 Basic Fee

6.1.1 For Basic Services provided by the CA and all Consultants, the Owner shall pay the CA a Basic Fee in accordance with the amount identified in the Agreement Form.

6.1.2 A change in the Basic Fee may be made only by an amendment to this Agreement in accordance with Section 4.3.

## 6.2 Additional Services Fee

6.2.1 The Owner shall pay the CA the Additional Services Fees for the associated Additional Services, when those Services are performed in accordance with the Agreement.

6.2.2 For Change Order work authorized by the Owner, the CA shall be compensated at the prescribed rate of the additional construction cost up to the amount of the Change Order Fee Allowance. There shall be no fees for approved Change Orders processed as a result of errors and/or omissions on the part of the CA or decreases in construction cost.

6.2.3 Except for the Additional Services and Additional Services Fee listed above, Additional Services and any Additional Services Fee shall be approved only by an amendment to this Agreement in accordance with Section 4.3.

6.2.3.1 For Additional Services not included in the original Agreement Form that are provided by the CA and any Consultants in accordance with Section 4.3, the Owner shall pay the CA Additional Services Fee in an amount negotiated to the mutual reasonable satisfaction of the Owner and the CA.

## 6.3 Reimbursable Expenses

6.3.1 The CA shall use its best efforts to minimize Reimbursable Expenses.

6.3.2 In all events, total Reimbursable Expenses shall not exceed the amount identified in the Agreement Form, without the prior written approval of the Owner and an amendment to this Agreement in accordance with Section 4.3.

6.3.3 Reimbursable Expenses shall only be permitted for the items identified in the Agreement Form and shall not exceed the respective amounts.

6.3.4 No mark-up shall be permitted on Reimbursable Expenses.

## 6.4 Method and Terms of Payment

### 6.4.1 Basic Fee.

6.4.1.1 Payment of the Basic Fee shall be made monthly in proportion to Basic Services performed in each Stage, in accordance with Section 6.1, and the percentages of the Basic Fee described in the Agreement Form.

6.4.1.2 The Owner may, in its sole discretion, waive the withholding of any final balance or part thereof if the CA has performed to the satisfaction of the Owner.

6.4.1.3 Payment of the last 20 percent of the Basic Fee for any Stage of the Services shall be made only after all deliverables required for the Stage have been submitted by the CA to the Owner, as applicable, in form and substance reasonably satisfactory to the Owner.

### 6.4.2 Additional Services Fee and Reimbursable Expenses.

6.4.2.1 Payments of the Additional Services Fee in accordance with Section 6.2 and for Reimbursable Expenses in accordance with Section 6.3 shall be made monthly based upon Additional Services performed or expenses incurred, as applicable, and as shown by a properly completed Professional Services Pay Request.

## ARTICLE 7 – INSURANCE AND INDEMNIFICATION

### 7.1 CA's General Insurance Requirements

7.1.1 Throughout the performance of the Services or longer as may be described below, the CA shall obtain, pay for, and keep in force, the minimum insurance coverage described in this Article 7.

7.1.1.1 Each requirement of this Article 7 applies to Consultants just as it applies to the CA.

7.1.1.2 If a Consultant's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that Consultant, the CA shall submit to the Owner (1) a certificate of insurance evidencing the insurance the Consultant will carry without additional compensation and (2) if the Owner requests, a written proposal from the Consultant to provide coverage which meets the minimum coverage requirements. The Owner will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

7.1.1.3 On a case-by-case basis, the Owner and the CA may agree to adjust the below requirements for any particular Consultant.

7.1.2 Before starting the Services, upon renewal of any policy, and upon a change of any insurance carrier, the CA shall deliver to the Owner certificates evidencing that the required insurance is in force.

7.1.3 With the exception of government-controlled workers' compensation coverage:

7.1.3.1 the CA shall place the insurance with companies that (1) are satisfactory to the Owner, (2) hold an A.M. Best Rating of A-, or higher, and (3) are authorized to conduct business in Ohio;

7.1.3.2 if the certificate(s) of insurance is not on the ACORD 25 (2009/09 or more recent) form, it (1) shall provide or be endorsed to provide that coverage will not be cancelled or not renewed until at least 30- days' prior written notice (10-day notice for nonpayment of premium) has been given to the Owner, and (2) shall have the words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon insurer, its agents or representatives" and any like provisions crossed out or deleted; and

7.1.3.3 within 30 days of the Owner's request, the CA shall submit insurance-company certified copies of the policies, the policy endorsements, or both.

7.1.4 The CA shall pay all deductibles, or self-insured retentions, or both contained in the CA's policies of insurance required or provided in connection with the Project. The Owner reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the CA may use to comply with any insurance requirement.

7.1.5 The Owner does not represent that required coverage or limits are adequate to protect the CA.

7.1.6 Failure of the Owner to demand a certificate or other evidence of full compliance with the insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CA's obligation to maintain the required insurance.

7.1.7 The Owner may terminate the Agreement for cause on account of the CA's failure to maintain the required insurance.

### 7.2 CA's Minimum Coverage Requirements

**7.2.1 Workers' Compensation.** The CA shall maintain workers' compensation coverage meeting the requirements of Applicable Law.

**7.2.2 Employers Liability Coverage.** The CA shall maintain employer's liability coverage with (1) an each accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000.

**7.2.3 Commercial General Liability.** The CA shall maintain commercial general liability ("CGL") coverage, which provides (1) an each-occurrence limit of not less than \$1,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000.

**7.2.3.1** The CGL insurance shall be written on an occurrence form, providing coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

**7.2.3.2** The CA shall include the Owner as an additional insured party under the CGL policy.

**7.2.3.3** The CGL policy shall be endorsed to provide that the general aggregate limit applies separately to each of the insured's projects.

**7.2.3.4** The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs, which cover the additional insured(s).

**7.2.3.5** The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.

**7.2.3.6** The CA shall maintain the CGL insurance in effect for no less than five years after the earlier of the termination the Agreement or Final Acceptance of all Work.

**7.2.4 Business Automobile Liability.** The CA shall maintain business automobile ("BA") coverage, providing coverage with a limit of not less than \$1,000,000 each accident.

**7.2.4.1** The coverage shall extend to hired and non-owned autos.

**7.2.4.2** The CA shall include the Owner as an additional insured party under the BA policy.

**7.2.5 Umbrella/Excess Liability.** The CA may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

**7.2.6 Professional Liability.** The CA shall maintain professional liability ("PL") insurance with limits not less than as identified in the following table:

Construction Budget	Each Claim	Annual Aggregate
Up to \$10,000,000	\$1,000,000	\$2,000,000
From \$10,000,000.01 to \$25,000,000	\$3,000,000	\$3,000,000
From \$25,000,000.01 to \$50,000,000	\$5,000,000	\$5,000,000
More than \$50,000,000	\$10,000,000	\$10,000,000

**7.2.6.1** The PL policy shall have an effective date, which is on or before the date on which the CA first started to provide any Project-related Services.

**7.2.6.2** Upon submission of the associated certificate of insurance and at each policy renewal, the CA shall advise the Owner in writing of any actual or alleged claims, which may erode the PL policy's limits.

**7.2.6.3** The CA shall maintain the PL insurance in effect for no less than five years after the earlier of the termination the Agreement or Final Acceptance of all Work.

7.2.6.4 If the Project is using the design-build project delivery system, the PL policy shall not contain any design-build exclusions.

### 7.3 Waivers of Subrogation

7.3.1 The Owner and the CA waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

### 7.4 Indemnification for Injury or Damage

7.4.1 To the fullest extent permitted by Applicable Law, the CA shall indemnify, defend, and hold harmless the Indemnified Parties from and against, costs, damages, losses, fines, penalties, and expenses (including reasonable attorney fees) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to:

7.4.1.1 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the CA or a person or entity for whom the CA may be liable;

7.4.1.2 a negligent or willful violation of Applicable Law but only to the extent attributable to the CA or a person or entity for whom the CA may be liable.

7.4.2 The CA's indemnification obligation under Section 7.4 exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a party indemnified under Section 7.4. But nothing in Section 7.4 obligates the CA to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

7.4.3 In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the CA or a person or entity for whom the CA may be liable, the indemnification obligation under Section 7.4 will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.4.4 The CA's indemnification obligation under Section 7.4 will not be limited by any insurance policy provided or required in connection with the Project.

7.4.5 The CA's obligations under Section 7.4 shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

7.4.6 The CA's indemnification obligation under Section 7.4 will survive termination of the Agreement and Final Acceptance of the Work.

7.4.7 The Owner may deduct from the Basic Fee the claims, damages, losses, fines, penalties, and expenses for which the CA is liable under Section 7.4. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Basic Fee, the CA shall immediately pay the difference to the Owner.

## ARTICLE 8 – SUSPENSION AND TERMINATION

### 8.1 Suspension of the Services

8.1.1 The Owner, without cause and without prejudice to any other right or remedy it may have, may order the CA in writing to suspend, delay, or interrupt the performance of the Services in whole or in part for such period of time as the Owner may determine.

**8.1.1.1** If the Owner suspends the Services under this **Section 8.1.1** and the CA complies with **Article 4**, the Basic Fee, Additional Services Fee, and Reimbursable Expenses shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption.

**8.1.1.2** Notwithstanding the foregoing, no adjustment shall be made to the Basic Fee, Additional Services Fee, or Reimbursable Expenses to the extent that:

- .1 performance was, or could have been, suspended, delayed, or interrupted by a cause for which the CA is responsible; or
- .2 an equitable adjustment is made or denied under another provision of the Agreement.

**8.1.1.3** If the Owner suspends the Services under this **Section 8.1.1** and the CA submits a proper Architect/Engineer Payment Request, but subject to all other provisions of the Agreement, the CA shall be entitled to payment of compensation due under the Agreement for Services satisfactorily performed before the suspension.

**8.1.2** The Owner, without prejudice to any other right or remedy it may have, may order the CA in writing to suspend, delay, or interrupt the performance of the Services in whole or in part for such period of time as the Owner may determine on account of the CA's failure to properly or timely perform the Services.

**8.1.2.1** The Owner's exercise of its right to suspend the Services under this **Section 8.1.2** shall not entitle the CA to any adjustment of the Basic Fee, Additional Services Fee, or Reimbursable Expenses.

**8.1.2.2** If the Owner is adjudged to have improperly suspended the Services under this **Section 8.1.2**, the suspension shall be deemed to have been a suspension under **Section 8.1.1**.

**8.1.3** Upon receipt of notice of suspension under this **Section 8.1**, the CA shall cease providing the suspended Services and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The CA shall furnish a report to the Owner, within 5 days of receiving the notice of suspension, describing the status of the Services, including, but not limited to, results accomplished, resulting conclusions, and other information as the Owner may require.

**8.1.4** The Owner's right to stop the Services shall not give rise to any duty to exercise the right for the benefit of the CA or any other party, and the Owner's exercise or failure to exercise the right shall not prejudice any of the Owner's other rights.

## **8.2 Termination for Convenience**

**8.2.1** The Owner may terminate the Agreement in whole or in part for the Owner's convenience and without cause, at any time upon written notice to the CA.

**8.2.2** Upon receipt of the notice of termination for convenience, the CA shall immediately proceed with performance of the following duties in accordance with instructions from the Owner:

- 8.2.2.1** cease operation as specified in the notice;
- 8.2.2.2** no further Consultant agreements except as necessary to complete continued portions of the Project;
- 8.2.2.3** terminate all Consultant agreements to the extent they relate to the Services terminated; and
- 8.2.2.4** proceed with Services not terminated.

**8.2.3** The Owner shall pay the CA for Services satisfactorily rendered before the date of termination in accordance with the allocations in the Agreement, including any Reimbursable Expenses incurred, but not in excess of the allocations and caps otherwise provided in the Agreement Form.

**8.2.3.1** In no event shall the CA be entitled to overhead and profit associated with Services the CA did not perform on account of the termination or otherwise.

**8.2.4** If the Owner terminates the Services under this **Section 8.2**, the termination shall not affect the rights or remedies of the Owner against the CA then existing or which may thereafter accrue.

**8.2.5** Notwithstanding **Section 8.2.3**, if the Owner terminates the Services under this **Section 8.2**, but there exists an event of the CA's default, the CA shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default as provided in **Section 8.3**.

### **8.3 Termination for Cause**

**8.3.1** The Owner may terminate all or a portion of the Agreement if the CA commits a material breach of the Agreement including but not limited to:

**8.3.1.1** failure to prosecute the Services with the necessary force or in a timely manner;

**8.3.1.2** refusal to remedy disapproved Services;

**8.3.1.3** failure to properly make payment to Consultants;

**8.3.1.4** performance of any services outside of the United States;

**8.3.1.5** permitting Consultants to perform any services outside of the United States; or

**8.3.1.6** disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

**8.3.2** If the Owner intends to exercise its termination rights under this **Section 8.3**, the Owner shall notify the CA in writing of the Owner's intent to terminate this Agreement and the cause(s) for that termination.

**8.3.3** If the CA fails to cure the identified cause(s) for termination within 7 days after receiving the notice described under **Section 8.3.2**, the Owner may terminate the Agreement by giving written notice of the termination to the CA.

**8.3.4** If the Agreement is terminated, the Owner may complete the Services by means the Owner determines appropriate. The Owner may take immediate possession of all CA Documents.

**8.3.5** If the Agreement is terminated, the CA shall not be entitled to further payment.

**8.3.5.1** If the unpaid balance of the sum of the Basic Fee plus Additional Services Fee plus Reimbursable Expenses is exceeded by the costs of finishing the Services, including without limitation the fees and charges of contractors, engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the CA shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Agreement.

**8.3.6** If the Owner terminates the Services under this **Section 8.3**, the termination shall not affect any rights or remedies of the Owner against the CA then existing or which may thereafter accrue. The Owner's retention or payment of funds due the CA shall not release the CA or the CA's Surety from liability for performance of the Services in accordance with the requirements of the Contract Documents.

**8.3.7** If the Owner is adjudged to have improperly terminated the Services under this **Section 8.3**, the termination will be deemed to have been a termination under **Section 8.2**.

### **8.4 CA Insolvency**

#### **8.4.1 Bankruptcy of CA.**

**8.4.1.1** If the CA files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the CA, the CA as the debtor-in-possession, or the trustee of the CA's bankruptcy estate shall file a motion to assume or reject the Agreement under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days

after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition. The failure to file and prosecute that motion within the time frames provided by this Section 8.4 shall constitute a material breach of the Agreement as time is of the essence with respect to CA's performance of all terms of this Agreement. CA agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Owner to terminate the Agreement for cause in such instance and issue and serve all notices necessary to terminate the Agreement or arising out of the termination of the Agreement and to take any and all other action necessary to terminate the Agreement.

#### **8.4.2 Receivership or Assignment for the Benefit of Creditors.**

**8.4.2.1** If the CA makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of the CA's business or property, the Owner shall serve written notice on the CA and the CA's Surety stating that any failure of the CA to provide adequate assurance of continued performance shall be considered a rejection of the Agreement, which shall result in termination of the Agreement for cause. Such termination of the Agreement need not be evidenced by an order of any court.

### **ARTICLE 9 – GENERAL PROVISIONS**

#### **9.1 CA's Documents and Contract Documents**

**9.1.1** Except as provided under Section 9.1.2 and subject to Section 9.1.6, the Owner alone owns the CA's Documents and the Contract Documents and every right, title, and interest in the CA's Documents and the Contract Documents from the moment of creation.

**9.1.2** Section 9.1.1 does not apply to standard details and specifications regularly used by the CA or any of its Consultants in its normal course of business that are included in the CA's Documents. The CA grants to the Owner an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use those standard details and specifications for all Project-related purposes such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the Project before, during, and after termination or completion of this Agreement.

**9.1.3** The CA must execute and deliver and cause its employees and agents and all Consultants to execute and deliver, to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of all of the CA's Documents and the Contract Documents under Section 9.1.1 and the license described under Section 9.1.2.

**9.1.4** The CA may retain copies, including reproducible copies of CA's Documents and the Contract Documents for information, reference, and the performance of the Services. The Owner grants to the CA and its Consultants a non-exclusive, royalty-free license to copy, reproduce, distribute, and otherwise use the CA's Documents and the Contract Documents in relation to the performance of the Services, including any Additional Services.

**9.1.5** The submission or distribution of CA's Documents and the Contract Documents 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 Owner's reserved rights in the CA's Documents and the Contract Documents. Any unauthorized use of the CA's Documents and the Contract Documents will be at the sole risk of the entity making the unauthorized use of the CA's Documents and the Contract Documents.

**9.1.6** Should Owner desire to use any of the CA's Documents for an addition to, remodeling or rehabilitation of, or change to any one or more of the Project improvements built on the basis of the CA's Documents, Owner shall engage one or more suitable licensed design professionals under terms that require each of those design



professionals to independently evaluate any design or related features in the CA's Documents without reliance on any information in the CA's Documents that would be inconsistent to the standard of care applicable to that design professional.

**9.1.7** The CA shall provide Electronic Files to the Contractor for the Contractor's and Subcontractors' use in connection with the Project. CA shall provide the Electronic Files at no additional cost to the Contractor, the Subcontractors, or the Owner.

## 9.2 Public Relations

**9.2.1** Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

**9.2.2** Publicity after completion of the Project. After completion of the Project, the CA may exercise reasonable public relations and marketing efforts related to the Project, provided the CA properly identifies the Owner, and their participation in the Project.

**9.2.3** Professional Photography. If the CA commissions photography of the completed Project, the CA shall include in its photography agreements a release for unrestricted and unlimited use of photographs by the Owner and the Owner, and shall provide the Owner with a reasonable quantity of photographs for use in the Owner's marketing and awareness activities, including, but not limited to, profiles of the Project on their respective websites.

### **9.2.4** Design Awards and Other Recognition.

**9.2.4.1** If the CA submits the Project for design awards or other similar venues for recognition of the Project, the CA shall properly identify the Owner, and their participation in the Project.

**9.2.4.2** In addition, if the Project receives any design award or other recognition, the CA shall provide duplicate copies of the award plaque or other memento of the award to the Owner.

## 9.3 Application and Governing Law

**9.3.1** This Agreement and the rights of the parties hereunder shall be governed by the laws of the state of Ohio and only Warren County, Ohio courts shall have jurisdiction and venue over any action or proceeding hereunder or related to the Project. The CA irrevocably consents to such jurisdiction.

**9.3.2** The parties to the Agreement shall comply with Applicable Law.

**9.3.3** Other rights and responsibilities of the Contractor, the CA, and the Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

## 9.4 Written Notice

**9.4.1** Notice under this Agreement shall be validly given if:

**9.4.1.1** delivered personally to a member of the organization for whom the notice is intended;

**9.4.1.2** delivered, or sent by registered or certified mail, to the last known business address of the organization; or

**9.4.1.3** sent by facsimile, email, or web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission.

**9.4.2** When the Owner, the CA, or a Contractor gives notice to one of the other 3, it shall also simultaneously send a copy of that notice to the others.

9.4.3 A copy of all notices, certificates, requests, or other communications to the Owner shall be sent to the Project Manager.

9.4.4 In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the CA shall immediately notify the Owner by telephone.

9.4.5 The Owner or the CA may, by written notice given hereunder, designate addresses, telephone numbers, email addresses, or facsimile numbers to which notices, certificates, requests, or communications shall be sent.

## 9.5 Computing Time

9.5.1 When this Agreement refers to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

9.5.2 Except as excluded under Section 9.5.1, all time periods referred to in this Agreement include Saturdays, Sundays, and all days defined as legal holidays by Section 9.5.4.

9.5.3 The standard workdays for State projects are Monday through Friday, excluding legal holidays.

9.5.4 Legal holidays are as follows:

9.5.4.1 New Year's Day – First Day in January;

9.5.4.2 Martin Luther King Jr. Day – Third Monday in January;

9.5.4.3 Washington-Lincoln (President's) Day – Third Monday in February;

9.5.4.4 Memorial Day – Last Monday in May;

9.5.4.5 Independence Day – Fourth day of July;

9.5.4.6 Labor Day – First Monday in September;

9.5.4.7 Columbus Day – Second Monday in October;

9.5.4.8 Veteran's Day – Eleventh Day of November;

9.5.4.9 Thanksgiving Day – Fourth Thursday of November; and

9.5.4.10 Christmas Day – Twenty-fifth day of December.

9.5.5 If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

## 9.6 Time

9.6.1 Time limits stated in the Agreement are of the essence of the Agreement and all obligations under the Agreement. By signing the Agreement, the CA acknowledges that those time limits are reasonable.

9.6.1.1 The CA acknowledges that the Owner has entered into, or may enter into, other contracts based upon the CA properly providing the Services in a timely manner.

9.6.1.2 The CA shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Project Schedule but is not responsible for delays outside of its control.

9.6.1.3 The CA acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Services from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the time for performance of the Services, unless otherwise required by ORC Section 4113.62.

## 9.7 Successors and Assigns

9.7.1 The Owner and the CA, each bind themselves, their successors, assigns, and legal representatives, to the other party to this Agreement and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Agreement.

9.7.2 The Owner and the CA each acknowledge that the Owner is the intended third-party beneficiary of this Agreement.

9.7.3 The CA shall not assign, or transfer any right, title, or interest in this Agreement without the Contracting Authority's prior written consent.

## 9.8 Extent of Agreement

9.8.1 Entire Agreement. This Agreement, including the attached documents, Exhibits, and the Contract Documents represent the entire and integrated agreement between the Owner and the CA and supersede all prior negotiations, representations, or agreements, either written or oral.

9.8.2 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.8.3 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.8.4 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Announcement or this Agreement, the provisions of this Agreement shall prevail.

## 9.9 Severability

9.9.1 If any term or provision of this Agreement, or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

## 9.10 Facsimile Signatures

9.10.1 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax, e-mail, or web-based project management software. Each party hereto shall be entitled to rely upon a scanned or facsimile signature of any other party delivered in such a manner as if such signature were an original.

### 9.11 No Third-Party Interest

9.11.1 Except as expressly provided under Section 9.7.2, (1) no person or entity, other than the Owner and the CA, will have any right or interest under the Agreement, and (2) the Agreement does not create a contractual relationship of any kind between any people or entities other than the Owner.

### 9.12 No Waiver

9.12.1 The failure of the Owner or the CA to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Agreement or to exercise any rights under the Agreement or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

### 9.13 Rights and Remedies

9.13.1 The duties, obligations, rights, and remedies under the Agreement are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Laws and Regulations.

### 9.14 Survival of Obligations

9.14.1 All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Agreement, will survive final payment, completion and acceptance of the Work, and termination or completion of the Agreement.

## ARTICLE 10 – DEFINED TERMS AND ABBREVIATIONS

10.1 For the purposes of this Agreement, the words, terms, and abbreviations set forth below have the following meanings:

10.1.1 “Architect” or “CA” means the Person identified in the Agreement responsible for providing professional design services and construction contract administration for the Project. The CA shall be a registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to ORC Chapter 4703. As used in the Agreement, the term CA will designate a Criteria Architect for a Design-Build project.

10.1.2 “CA’s Documents” means all Project-related documents, including those in electronic form, prepared by the CA or Consultants.

10.1.3 “Change Order Fee Allowance” means the amount established by the Owner in the Agreement Form for the purpose of funding Change Order fees payable to the CA resulting from increases in the construction cost by approved Change Orders.

10.1.4 “Consultant” means a Person engaged by the CA to provide or perform a portion of the Services.

10.1.5 “Contractor” means a Person, which is party to a contract for the performance of Work on the Project in cooperation with Separate Contractors and Persons, and in accordance with the Contract Documents. As used in the Agreement, the term Contractor may include a Construction Manager at Risk or a Design-Builder.

10.1.6 “Direct Personnel Expense” means the portion of direct salaries and wages of all personnel of the CA or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes

and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pensions, profit sharing, and similar benefits related to their time devoted to the Project.

10.1.7 "Equal Opportunity Coordinator" means the public official who exercises the duties and responsibilities of the position of the equal employment opportunity coordinator identified in ORC Section 121.04, including but not limited to issuing certificates of compliance with the State's affirmative action and EDGE programs.

10.1.8 "Fee" (as in "Basic Fee," "Additional Services Fee," and otherwise) means all of the compensation to be paid by the Owner to the CA on account of the proper, timely, and complete performance of the associated Services by the CA or its Consultants, including, but not limited to, salaries or other compensation of the CA's employees at the principal office, branch offices, and the field office, general operating expenses of the CA's principal office, branch offices, and the field office, any part of the CA's capital expenses, including interest on the CA's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the CA's negligence, the CA's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

10.1.9 "Indemnified Parties" means the Owner, and their respective officials, officers, and employees, in both individual and official capacities.

10.1.10 "Life Cycle Cost" means the sum of present values of investment costs, capital costs, installation costs, energy costs, operating costs, maintenance costs, and disposal costs over the lifetime of the Project, product, or measure.

10.1.11 "Life Cycle Cost Analysis" means an economic method for assessing the total cost of facility ownership, taking into account all costs of acquiring, owning, maintaining, and disposing of a building or building system. Life Cycle Cost Analysis is also utilized to compare design alternatives that fulfill the same performance requirements, but differ with respect to initial costs and operating costs, in order to select the one that maximizes net savings.

10.1.12 "Reimbursable Expenses" means actual expenditures incurred by the CA or its Consultants in the interest of the Project, approved by the Owner for reproduction of Contract Documents for distribution to Bidders, plan approval fees, building permits, and, if requested by the Owner, reformatting Project Record Submittals to a computer medium different than the computer medium used by the CA.

10.1.13 "Services" includes all of the CA's obligations, individually or collectively, under the Agreement including all items reasonably inferable from the Agreement, whether provided or to be provided by the CA, a Consultant, or any other entity for whom the CA is responsible. The Services include both Basic Services and Additional Services as defined in the Agreement.

10.1.14 "Submittals" means Shop Drawings, Product Data, Samples, and other items for the CA's review and action provided by a Contractor for any item required by the Contract Documents, but not fully described in the Contract Documents.

END OF DOCUMENT

# **Exhibit C – Criteria Architect Minimum Stage Submission Requirements**

## **Professional Services Agreement**

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### **ARTICLE 1 - PROGRAM VERIFICATION STAGE**

#### **1.1 Purpose**

1.1.1 The purpose is to define the scope of the work. It should define the Owner's expectations by addressing the issues of location, space requirements, time, furnishings, equipment, and budget.

#### **1.2 Owner Deliverables**

1.2.1 The Owner shall provide the following information to the CA:

1.2.1.1 A list of spatial needs in terms of functionality needs, number of people to use space at a given time, etc.

1.2.1.2 A project budget.

1.2.1.3 An anticipated timeline required for delivery of the project.

1.2.1.4 A list of Owner's "design standards" if applicable.

1.2.1.5 A list of any environmental or historical issues that may affect the project.

#### **1.3 Project Scope and Parameter Verification**

1.3.1 The CA shall provide the following confirmations to the Project Design Team:

1.3.1.1 Receipt of the Contract for the described work outlining the responsibilities of each party.

1.3.1.2 Verification of budget adequacy for the program presented.

1.3.1.3 Schedule for completion and/or phasing of the work.

1.3.1.4 Site appears adequate for meeting the program requirements.

1.3.1.5 Special relationships between spatial needs have been noted.

1.3.1.6 Code authority identified.

1.3.1.7 Utility suppliers identified (as applicable).

1.3.1.8 Project Core Team contacts identified.

### **ARTICLE 2 - SCHEMATIC DESIGN STAGE**

#### **2.1 Purpose**

2.1.1 The purpose is to produce a design solution illustrating the scale and relationship of the project components based on the program, schedule, budget, and other project requirements.

#### **2.2 Project Scope and Parameter Verification**

2.2.1 Program and Program deliverables have been reviewed for completeness. Owner notified of any data missing and potential to affect project schedule and budget. Written approval of program provided by Owner.

2.2.1.1 Program tabulation and area analysis per design requirements of authorities have been documented.

2.2.2 Project budget has been reviewed for adequacy of program requirements. Verified funds have been appropriated.

2.2.3 Contract requirements and Scope of Services for Schematic Design have been reviewed.

2.2.4 Deliverables for Schematic Design have been reviewed and verified.

2.2.5 Document standards required have been reviewed and verified.

2.2.6 Completion of field measurement/verification of any existing and/or built conditions.

2.2.7 Code parameters have been determined and documented.

## 2.3 Deliverables

### 2.3.1 Documents.

2.3.1.1 Program: Written program and area analysis.

2.3.1.2 Code: Reviewed with governing authority if required, show type and occupancy information.

2.3.1.3 Narrative: Commentary covering site improvements, circulation, organization of building space in relation to program requirements, building materials, special features, building systems (HVAC, plumbing, fire protection, structural, security, and video voice and data).

2.3.1.4 Cost Estimate: An estimate of the total project cost including but not limited to direct expenses, indirect expenses and capital expenses, as required.

- .1 Direct Expenses: Construction, technology, contingencies.
- .2 Indirect Expenses: CA fee, permits, reimbursables, project management, special inspections, utility connections, insurance, relocation expenses, etc.
- .3 Capital Expenses: Furnishings, equipment, contingencies.

2.3.1.5 Project Schedule: A schedule showing major milestones for the project, estimated project delivery date and phasing plan if appropriate.

### 2.3.2 Drawings and Specifications.

#### 2.3.2.1 Site/Civil:

- .1 As applicable.

#### 2.3.2.2 Architectural:

- .1 Scaled building plan(s) indicating spatial relationships, basic dimensions, circulation areas, doors and window openings, and location of fire rated elements.
- .2 An outline specification in narrative format with selection of building materials and systems.
- .3 A list of alternate options that may affect the cost, quality, and/or schedule of the project for consideration by the Owner.

#### 2.3.2.3 Interiors:

- .1 Space planning of major or typical interior spaces indicating basic furniture, fixtures, and equipment layout, as applicable to the project.

#### 2.3.2.4 Structural:

- .1 As applicable.

#### 2.3.2.5 Heating, Ventilating and Air Conditioning:

- .1 Narrative input on basic systems description.
- .2 Input on cost estimate for HVAC work.

#### 2.3.2.6 Plumbing and Fire Protection:

- .1 Concurrence with sizes and location of mechanical rooms, as necessary.
- .2 Narrative input on basic systems description.
- .3 Input on cost estimate for plumbing and fire protection work.

#### 2.3.2.7 Electrical & Technology Distribution:

- .1 Narrative input on basic systems description.
- .2 Input on cost estimate for electrical & technology distribution.

.3 Input on basic clearances required for panels, fixtures, and distribution systems.

**2.3.2.8 Approval:**

.1 Documented approval of Schematic Design Stage by Owner.

## ARTICLE 3 - DESIGN DEVELOPMENT STAGE

### 3.1 Purpose

3.1.1 The purpose is to complete the design and provide sufficient information so others could prepare the construction documents. The design decisions are resolved and accepted by the Owner. Any changes beyond this point may constitute additional fees and additional time to the project schedule.

3.1.2 The Design Development Stage is to be considered as "Additional Services" under the Criteria Architect Agreement.

### 3.2 Project Scope and Parameter Verification

3.2.1 Schematic Design deliverables have been reviewed by project team and is verified as to completeness.

3.2.2 Received Owner's written approval of Schematic Design documentation.

3.2.3 Program tabulation and area analysis per design requirements of authorities have been updated and documented.

3.2.4 Project budget has been verified for schematic design adequacy.

3.2.5 Contract requirements and scope of services for Design Development stage have been reviewed, estimate of fees have been submitted and approved.

3.2.6 Deliverables for the Design Development stage have been reviewed.

3.2.7 Code parameters have been reviewed, updated, and documented.

3.2.8 Interior design, furniture, fixtures, and equipment needs and Owner Standards (finishes, etc.) have been established. Basic layouts for furniture, fixtures, equipment, and casework have been completed.

3.2.9 Project schedule for any potential phasing of the work established (if necessary).

### 3.3 Deliverables

**3.3.1 Documentation.**

3.3.1.1 **Program:** Written program with revised program area tabulation and analysis.

3.3.1.2 **Code:** Documentation of code and zoning reviews with governing authority.

3.3.1.3 **Cost Estimate:** A detailed estimate of the total project cost including but not limited to the following:

.1 Direct expense: construction, technology, contingencies

.2 Indirect expenses: CA fees, permits, reimbursables, project management, special inspections, insurance, moving expenses, etc.

.3 Capital expense: furnishings, equipment, contingencies

3.3.1.4 **Project Schedule:** A schedule confirming major milestones for the project, estimated project delivery date, and phasing plan if appropriate.

**3.3.2 Drawings and Specifications.**

**3.3.2.1 Architectural:**



- .1 Building plan(s) with dimensions, location of fire rated elements, wall thicknesses, door swings with numbers, casework/millwork (as necessary), equipment and fixture locations and room numbers.
- .2 Reflected ceiling plans with ceiling heights.
- .3 Larger scale plans of key areas showing furniture and equipment layouts, and any floor wall or ceiling treatments.
- .4 Finish Schedule for all spaces. Can be in narrative format.
- .5 Sections delineating any special features.
- .6 Outline specifications for all building materials and systems including acceptable manufacturers and/or suppliers. Outline of Front End specification items covering bidding requirements, special project conditions, phasing of the work, allowances, etc. Specifications can be brief and in Preliminary Project Description format.

3.3.2.2 Interiors:

- .1 Preliminary selections for furniture and equipment

3.3.2.3 Approval:

- .1 Documented approval of Design Development Stage by Owner.

## ARTICLE 4 - CONSTRUCTION DOCUMENTS STAGE

### 4.1 Purpose

4.1.1 The Construction Documents Stage is not to be considered as Services rendered under the Criteria Architect Agreement in a Design-Build delivery.

END OF DOCUMENT

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1038

Adopted Date July 27, 2021

AUTHORIZE THE WARREN COUNTY SHERIFF'S OFFICE TO INITIATE NEGOTIATIONS FOR A MEDICAL SERVICES CONTRACT WITH VITALCORE HEALTH STRATEGIES FOR THE RFP MEDICAL SERVICES FOR THE WARREN COUNTY JAIL

WHEREAS, pursuant to Resolution 21-0618 adopted May 11, 2021, the Board issued a request for proposals for medical services for the Warren County Jail; and

WHEREAS, pursuant to Resolution 21-0743 adopted June 1, 2021, the Board established an Evaluation Committee to review the request for proposals submittals prior to selection by this Board; and

WHEREAS, the statements of qualifications were received, reviewed, and then scored by the Evaluation Committee based on the criteria set forth in the request for proposals; and

WHEREAS, based on the ranking by the Evaluation Committee, Chief Deputy, Barry Riley requests authorization to begin contract negotiations with the top-ranked provider, VitalCore Health Strategies.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)  
Bid file

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1039

Adopted Date July 27, 2021

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH EITHER ENGIE OR IGS ENERGY FOR ELECTRIC GENERATION TO VARIOUS FACILITIES WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, VARIOUS FACILITIES WITHIN THE WARREN COUNTY PARK DISTRICT, VARIOUS FACILITIES WITHIN WARREN COUNTY TELECOMMUNICATIONS, AND VARIOUS SERVICES WITH THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, pursuant to Resolution 04-13 adopted, November 20, 2013 the Warren County Park Board authorized the Warren County Board of Commissioners to act on behalf of the Warren County Park District to enter into a contract for Electric Generation Service at Parks within Warren County; and

WHEREAS, proposals were received for electric generation at various facilities within the Warren County Water and Sewer Department, Warren County Park District, Warren County Telecommunications and Warren County Engineer's Office; and

WHEREAS, pursuant to Phase one of the Request for Proposals, two proposers, Engie and IGS Energy, were selected to negotiate a Master Electric Service Agreement (MESA); and

WHEREAS, a MESA has been developed with both Engie and IGS Energy; and

WHEREAS, pursuant to Phase two of the Request for Proposals, refreshed pricing will be requested of both proposers and the lowest and best pricing will be selected; and

WHEREAS, Duke Energy and AES Ohio (formerly Dayton Power & Light Company) provides billing services for both Engie and IGS Energy and Purchase Orders 21000822, 21000753, 21000821 and 21000752 have previously been approved to Duke Energy and AES Ohio; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the County Administrator to enter into an agreement with either Engie or IGS Energy for electric generation; copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: c/a—Engie  
c/a—IGS Energy  
Water/Sewer (file)

Telecommunications (file)  
Park District (file)  
Engineer's Office (file)

# Resolution

Number 21-1040

Adopted Date July 27, 2021

## DETERMINING TO PROCEED WITH SUBMITTING THE QUESTION OF A RENEWAL OF A TAX LEVY FOR SENIOR CITIZENS SERVICES

WHEREAS, on July 20, 2021, the Board of County Commissioners of Warren County, Ohio, adopted a resolution declaring the necessity to levy a renewal of an existing tax of one and twenty-one one hundredths (1.21) mills to constitute a tax in excess of the ten-mill limitation for providing and maintaining senior citizens services, as authorized by Ohio Revised Code Section 5705.19(Y); and

WHEREAS, the Warren County Auditor thereafter certified to the Board the dollar amount of revenue that would be generated by the tax levy, based on the current assessed valuation of Warren County, Ohio; and

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least two-thirds of all members elected therefore concurring, that the Board desired to proceed with submitting the question of the renewal of an existing tax of one and twenty-one one hundredths (1.21) mills to constitute a tax in excess of the ten (10) mill limitation for the benefit of Warren County, Ohio, for the purpose of providing and maintaining senior citizens services, as authorized by Ohio Revised Code Section 5705.19(Y), at a rate not exceeding one and twenty-one one hundredths (1.21) mills for each one dollar of valuation, which amounts to twelve and one tenth cents (\$.121) for each one hundred dollars of valuation, to the electors of Warren County, Ohio; and

BE IT FURTHER RESOLVED, that the tax levy will be for five (5) years, commencing in 2021, first due in calendar year 2022, if approved by a majority of the electors voting thereon; and that the question of such tax levy shall be submitted to the electors of Warren County, Ohio at the election to be held on November 2, 2021; that the tax levy question shall be submitted to the said electors in a form substantially as follows: PROPOSED TAX LEVY WARREN COUNTY, OHIO – A majority affirmative vote is necessary for passage. A renewal of one and twenty-one one hundredths (1.21) mills of an existing levy to constitute a tax for the benefit of Warren County, Ohio, for the purpose of providing and maintaining senior citizens services at a rate not exceeding one and twenty-one one hundredths mills for each one dollar of valuation, which amounts to twelve and one-tenth cents (.121) for each one hundred dollars of valuation, for a period of five years, commencing in 2021, first due in calendar year 2022. FOR THE TAX LEVY, AGAINST THE TAX LEVY; and

BE IT FURTHER RESOLVED, that the clerk is hereby directed to certify to the Warren County Board of Elections, not less than 90 days prior the election, a copy of the resolution declaring necessity, adopted July 20, 2021, and a copy of this resolution, together with the certification of the Warren County Auditor, and the Clerk is hereby directed to notify the Warren County Board of Elections to cause notice of election on the question of levying the tax to be given as required law.

RESOLUTION #21-1040  
JULY 27, 2021  
PAGE 2

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

/to

cc: Board of Elections (certified) (file)  
Matt Nolan  
Tiffany Zindel  
Elderly Services file  
Tina Osborne

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1041

Adopted Date July 27, 2021

APPROVE AND SIGN THE SUBMISSION OF SF-424, ASSURANCES AND CERTIFICATIONS AS THEY RELATE TO THE WARREN COUNTY 2019-2023 CONSOLIDATED PLAN AND FISCAL YEAR 2019 CDBG-CV (COVID-19) ANNUAL ACTION PLAN AMENDMENT #2

WHEREAS, to be eligible to apply for Community Development Block Grant – COVID-19 (CDBG-CV) funds, the U.S. Department of Housing and Urban Development (HUD) requires each applicant to prepare and submit an SF-424, Assurances and Certifications as they relate to the Five-Year Consolidated Plan and an Annual Action Plan; and

WHEREAS, Warren County has completed the requirements for said Plans as set forth by the U.S. Department of Housing and Urban Development; and

NOW THEREFORE BE IT RESOLVED, to approve and sign the SF-424, Assurances and Certifications as they relate to the Warren County 2019-2023 Consolidated Plan and the Fiscal Year 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development; and

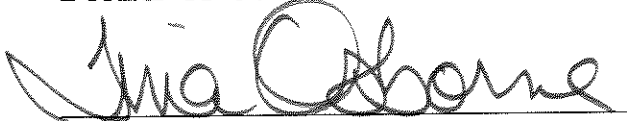
BE IT FURTHER RESOLVED, to authorize the President and/or Vice-President of this Board to sign documents relative thereto.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

sm\

cc: OGA (file)  
HUD

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s): A: Increase Award  * Other (Specify):
* 3. Date Received: 05/01/2021	4. Applicant Identifier: B190W390009	
5a. Federal Entity Identifier: 14.218	5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: Warren County Board of Commissioners		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 31-60000-58	* c. Organizational DUNS: 7843276080000	
d. Address:		
* Street1: 406 Justice Drive	Street2:	
* City: Lebanon	County/Parish:	
* State: OH: Ohio	Province:	
* Country: USA: UNITED STATES	* Zip / Postal Code: 45036-2385	
e. Organizational Unit:		
Department Name: Warren County Grants Administr	Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	* First Name: Susanne	Middle Name:
* Last Name: Mason	Suffix:	
Title:		
Organizational Affiliation:		
* Telephone Number: 513-695-1210	Fax Number:	
* Email: mmasosu@co.warren.oh.us		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:  
[Empty field]

Type of Applicant 3: Select Applicant Type:  
[Empty field]

\* Other (specify):  
[Empty field]

**\* 10. Name of Federal Agency:**

US Department of HUD

**11. Catalog of Federal Domestic Assistance Number:**

14.218

CFDA Title:  
CDBG Entitlement Grant

**\* 12. Funding Opportunity Number:**

B190W390009

\* Title:  
Community Development Block Grant FY 2019

**13. Competition Identification Number:**

[Empty field]

Title:  
[Empty field]

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

[Empty field]

[Add Attachment](#) [Delete Attachment](#) [View Attachment](#)

**\* 15. Descriptive Title of Applicant's Project:**

Warren County will use CDBG funds projects related to covid pandemic releif.

Attach supporting documents as specified in agency instructions.

[Add Attachments](#) [Delete Attachments](#) [View Attachments](#)



Application for Federal Assistance SF-424

16. Congressional Districts Of:

\* a. Applicant OH-001

\* b. Program/Project OH-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\* a. Start Date: 05/01/2020

\* b. End Date: 04/30/2023

18. Estimated Funding (\$):

* a. Federal	1,230,910.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,230,910.00

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes  No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. \* First Name: David  
Middle Name:   
\* Last Name: Young  
Suffix:

\* Title: County Commissioner

\* Telephone Number: 513-695-1250 Fax Number:

\* Email: david.young@co.warren.oh.us

\* Signature of Authorized Representative: 

\* Date Signed: 7/27/21

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
 Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	President
APPLICANT ORGANIZATION	DATE SUBMITTED
Warren County	7/27/21

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing**--The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan**--It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.


**Anti-Lobbying**--To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction**--The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan**--The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3**--It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

  
\_\_\_\_\_  
Signature of Authorized Official

7/27/21  
Date

President Title

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation**--It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan**--Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** --It is following a current consolidated plan that has been approved by HUD.

**Use of Funds**--It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available(see Optional CDBG Certification).
2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force**--It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws**--The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d) and the Fair Housing Act (42 U.S.C.3601-3619) and implementing regulations.

**Lead-Based Paint**--Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part35, Subparts A, B, J, K and R.

**Compliance with Laws**--It will comply with applicable laws.

  
\_\_\_\_\_  
Signature of Authorized Official

7/27/21  
\_\_\_\_\_  
Date

President Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying Certification**

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



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

21-1042  
Number \_\_\_\_\_

July 27, 2021  
Adopted Date \_\_\_\_\_

APPROVE ANNEXATION OF 10.5383 ACRES TO THE VILLAGE OF SOUTH LEBANON, RICHARD A. PAOLO, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.023 [A.K.A. EXPEDITED TYPE 2 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Richard A. Paolo, Agent to annex 10.5383 acres (The Archdiocese of Cincinnati Property Annexation) to the Village of South Lebanon filed on the 24<sup>th</sup> day of June 2021; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.023 [a.k.a. Expedited Type 2 Annexation]; and,

WHEREAS, the Hamilton Township Trustees has not file an objection to the annexation within 25 days of the filing of the petition which constitutes consent to the annexation pursuant to Ohio Revised Code Section 709.023 (D); and

WHEREAS, said petition has been determined to contain the following matters required by law:

- The petition meets all the requirements set for in, and was filed in the manner provided in, ORC 709.021, ORC 709.023(E)(1)
- The person who signed the petition are owners of property located in the territory proposed to be annexed, and they constitute all owners in the territory, ORC 709.023 (E)(2)
- The territory proposed to be annexed does not exceed 500 acres, ORC 709.023 (E)(3)
- The territory proposed to be annexed shares a contiguous boundary with the municipality for a continuous length of at least 5% of the perimeter of the territory proposed to be annexed, ORC 709.023 (E)(4)
- The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed to be annexed, ORC 709.023 (E)(5)
- The municipality has agreed to provide the territory proposed to be annexed the services specified in the municipal services statement, ORC 709.023 (E)(6)
- If a street or highway will be divided or segmented by the boundary line between the municipality and township as to create a road maintenance problem, the municipality has agreed as a condition of annexation to assume maintenance of that street or highway or to otherwise correct the problem. (ORC 709.023 (E) (7)

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 27<sup>th</sup> day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Richard A. Paolo, Agent  
RZC  
Auditor \_\_\_\_\_  
Village of South Lebanon

RPC  
Map Room  
Annexation file  
Hamilton Township