

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

Resolution

Number 21-0419

Adopted Date March 30, 2021

ACCEPT RESIGNATION OF DIANE SKAVLEM, SOCIAL SERVICE WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE APRIL 6, 2021

BE IT RESOLVED, to accept the resignation, of Diane Skavlem, Social Service Worker II, Social Service Worker II, within the Warren County Department OF Job and Family Services, Human Services Division, effective April 6, 2021.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
D. Skavlem's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 21-0420

Adopted Date March 30, 2021

ACCEPT RESIGNATION OF SHELBY DAVIS, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE APRIL 6, 2021


BE IT RESOLVED, to accept the resignation of Shelby Davis, Emergency Communications Operator, within the Warren County Emergency Services Department, effective April 6, 2021.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
Shelby Davis' Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 21-0421

Adopted Date March 30, 2021

HIRE HEATHER HURTT AS TEMPORARY EMERGENCY RENTAL ASSISTANCE CASEWORKER WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to approve the hiring of Heather Hurtt as Temporary Emergency Rental Assistance Caseworker within the Warren County Department of Job and Family Services, Human Services Division, non-exempt status (40 hours per week), \$14.47 per hour, classified, effective April 5, 2021, subject to a negative drug screen and background check (BCI); and

BE IT FURTHER RESOLVED, Ms. Hurtt's employment will end December 31, 2021 or sooner if funds are no longer available or if the program experiences a reduction in workload.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc:

Human Services (file)
H. Hurtt's Personnel file
OMB – Sue Spencer

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

Resolution

Number 21-0422

Adopted Date March 30, 2021

HIRE ALEXANDER STERN AS TEMPORARY EMERGENCY RENTAL ASSISTANCE CASEWORKER WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to approve the hiring of Alexander Stern as Temporary Emergency Rental Assistance Caseworker within the Warren County Department of Job and Family Services, Human Services Division, non-exempt status (40 hours per week), \$14.47 per hour, classified, effective April 12, 2021, subject to a negative drug screen and background check (BCI); and

BE IT FURTHER RESOLVED, Mr. Stern's employment will end December 31, 2021 or sooner if funds are no longer available or if the program experiences a reduction in workload.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc:

Human Services (file)
A. Stern's Personnel file
OMB – Sue Spencer

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

Resolution

Number 21-0423

Adopted Date March 30, 2021

HIRE MICHELLE HOUSER AS TEMPORARY EMERGENCY RENTAL ASSISTANCE CASEWORKER WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to approve the hiring of Michelle Houser as Temporary Emergency Rental Assistance Caseworker within the Warren County Department of Job and Family Services, Human Services Division, non-exempt status (40 hours per week), \$14.47 per hour, classified, effective April 12, 2021, subject to a negative drug screen and background check (BCI); and

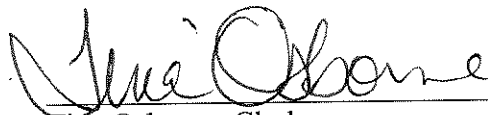
BE IT FURTHER RESOLVED, Ms. Houser's employment will end December 31, 2021 or sooner if funds are no longer available or if the program experiences a reduction in workload.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc:

Human Services (file)
M. Houser's Personnel file
OMB – Sue Spencer

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

Resolution

Number 21-0424

Adopted Date March 30, 2021

HIRE RANDI ESSIG AS AN ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Randi Essig as an Eligibility Referral Specialist I, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 5, \$14.47per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective April 19, 2021, subject to a negative drug screen, background check and a 365-day probationary period.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
R. Essig's Personnel file
OMB – Sue Spencer

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

Resolution

Number 21-0425

Adopted Date March 30, 2021

HIRE LEANNA LYONS AS AN ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Leanna Lyons as an Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 6 , \$15.22 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective April 19, 2021, subject to a negative drug screen and a 365-day probationary period.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
L. Lyons's Personnel file
OMB – Sue Spencer

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

Resolution

Number 21-0426

Adopted Date March 30, 2021

AUTHORIZE AND ACCEPT THE ADMINISTRATIVE SERVICE AGREEMENT WITH UNITED HEALTHCARE EFFECTIVE JANUARY 1, 2021

WHEREAS, an amendment is needed to the Administrative Service Agreement with United Healthcare; and

WHEREAS, the Amendment includes compliance change language, changes to administrative services process, and other services added since adoption of the original agreement on December 20, 2011; and

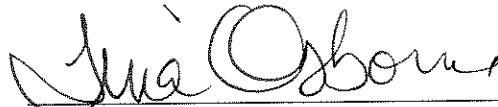
NOW THEREFORE BE IT RESOLVED, to authorize and accept the Administrative Service Agreement with United Healthcare, as attached hereto and made a part hereof.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—United Healthcare
Horan
Benefits File
T Whitaker, OMB

The Administrative Services Agreement is amended as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

Effective January 1, 2020:

The Maternity Program is in full force and effect as described in Section I Care Management Solutions Services of Exhibit A as follows.

Service	Comments
Women's Health: • Maternity Program	

This language replaces and supersedes any references in the Agreement to the Healthy Pregnancy Program, including related fees.

The UnitedHealth Allies Discount Program no longer applies. If included in the Agreement, any reference to the UnitedHealth Allies Discount Program are hereby removed.

NurseLine will transition to 24/7 access to care.

Any reference to recovery services in the Agreement, each as applicable, are replaced in their entirety as follows:

Section 4.3 Prevention and Recovery Services. United will provide prevention and recovery services for Overpayments and other Plan recovery and savings opportunities as described herein.

Overpayments. United will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

Payment Integrity Services. United provides services to help prevent, identify, and resolve irregular claims ("Payment Integrity Services"). United's Payment Integrity Services help guard against potential errors, fraud, waste and abuse by reviewing claims on a pre- or post-adjudicated basis.

United's Payment Integrity Services processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Payment Integrity Services to Customer and to United's other customers. Services include all work to identify recovery and savings opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any particular level of prevention, detection, or recovery.

United makes available to Customer an array of standard and optional Payment Integrity Services, as identified in Exhibit B - Fees.

Recovery Process – Non-Class Action Recoveries. Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where United pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted United an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular claim or for any particular customer. United will not pursue any recovery if it is not permitted by any

applicable law, or if recovery would be impractical, as determined in United's discretion. While United may initiate litigation or arbitration to facilitate a recovery, United has no obligation to do so. If United initiates litigation or arbitration, Customer will cooperate with United in the litigation or arbitration.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.3.

Recovery Process – Class Action Recoveries. Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If United elects to seek recovery of such an Overpayment that is at issue in a class action, United will provide written notice to Customer of its intention. If Customer does not want United to seek recovery of the Overpayment, Customer shall notify United in writing within thirty (30) days of receiving notice from United. If Customer does not so notify United, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to United all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with United in any resulting litigation or arbitration that United may file to pursue the Overpayments.

If Customer provides United with written notice that it does not want United to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, United will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 4.3.

Offsetting Process. Overpayment recoveries may occur by offsetting the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with services provided to any Participants; or (2) future benefits that are payable in connection with services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments (a "Cross Plan Offset"). In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan through Cross Plan Offsets. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process do not impact the decision as to whether or not a benefit is payable under the Plan. Customer represents and warrants that the Plan SPD contains United's approved template language authorizing Cross Plan Offsets.

In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

Recovery Fees. Customer will be charged a fee for the Payment Integrity Services described in this Section 4.3. That fee is set forth in Exhibit B-Fees. No fees will be charged (a) if the Overpayment is solely the result of United's acts, or (b) for recoveries obtained through a class action where United does not file an opt-out case on behalf of Customer. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees

and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

Effective February 1, 2020

Section H. Care Management and Outreach Services in Exhibit A is amended by the addition of the following:

Service	Comments
Spine and Joint Solution ("SJS"), includes access to specialized surgeons and care teams that guide treatment and recoveries to eligible Participants with spinal surgeries and knee and hip replacements.	

Effective July 1, 2020

Coordination of benefits is in full force and effect as described in Section E Claims Administration Services of Exhibit A as follows.

Service	Comments
Standard coordination of benefits for all claims.	

This language replaces and supersedes any references in the Agreement to coordination of benefits.

EXHIBIT B - FEES

Contract Number 743289
The following financial terms are effective for the period January 1, 2020 through December 31, 2023.

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees are based upon an estimated minimum of 853 enrolled Employees for 2020 and 865 enrolled Employees for 2021.

Effective January 1, 2020 through December 31, 2022

The Standard Medical Service Fees are the sum of the following:

\$58.24 per Employee per month covered under the Plan.

Effective January 1, 2023 through December 31, 2023

The Standard Medical Service Fees are the sum of the following:

\$59.41 per Employee per month covered under the Plan.

Average Contract Size: 2.34 for year 2020 and 2.35 for year 2021

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery <ul style="list-style-type: none"> • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims. 	Fee not to exceed 24% of the gross recovery amount
Credit Balance Recovery <ul style="list-style-type: none"> • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims. 	Fee not to exceed 10% of the gross recovery amount.
Focused Claim Review (Effective January 1, 2021) <ul style="list-style-type: none"> • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. • Pre-adjudicated claims or post-adjudicated claims. 	Fee not to exceed 22% of the gross recovery amount.

<p>Fraud, Waste, and Abuse Management</p> <ul style="list-style-type: none"> • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Pre-adjudicated claims or post-adjudicated claims. 	<p>Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount.</p> <p>(Effective January 1, 2021) Fee not to exceed 22% of the gross recovery or prevented amount</p>
<p>Hospital Bill and Premium Audit Services</p> <ul style="list-style-type: none"> • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims. 	<p>Fee not to exceed thirty-one percent (31%) of the gross recovery amount.</p> <p>(Effective January 1, 2021) Fee not to exceed 22% of the gross recovery amount</p>
<p>Litigation and Arbitration Fees for Recoveries</p> <ul style="list-style-type: none"> • Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. • Pre-adjudicated claims or post-adjudication claims. 	<p>Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).</p>
<p>Third Party Liability (Subrogation and Injury Coverage Coordination)</p> <ul style="list-style-type: none"> • Services to prevent the payment of Plan Benefits, or recover Plan Benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval. 	<p>Fee not to exceed 33.33% of the applicable savings amount.</p>

Other Fees

Service Description	Fee
<p>Shared Savings Program</p>	<p>Customer will pay a fee equal to 35% of the Savings</p> <p>Effective January 1, 2019: The savings used to calculate the fee per individual claim for Shared Savings will not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 35% of \$50,00.</p> <p>Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
<p>External Reviews</p>	<p>For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.</p>

Credit

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2023, Customer will pay United a prorated portion of this credit.

\$20,000 Wellness allowance per year.

Other

A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate.

FINANCIAL RENEWAL AND TERMS AMENDMENT

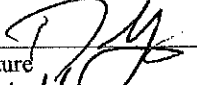
This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Warren County Board of Commissioners ("Customer"), Contract No. 743289, and is effective on January 1, 2020 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

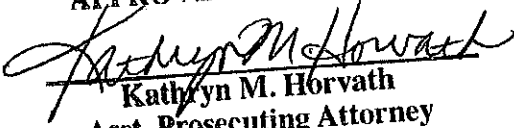
The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Warren County Board of Commissioners
By 
Authorized Signature
Print Name David G. Young
Print Title President
Date 3/30/21

United HealthCare Services, Inc.
By Tammy DelMonache
Authorized Signature
Print Name Tammy DelMonache
Print Title Regional Contract Manager
Date 3/4/2021

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio

COUNTY OF Hamilton

I, Kurt Lewis, holding the title and position of Health plan CEO at the firm UnitedHealthcare, 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.

Kurt Lewis
AFFIANT

Subscribed and sworn to before me this 8th day of March 2021

Teresa A Todd
(Notary Public),
Hamilton County.



Teresa A Todd
Notary Public, State of Ohio
Comm. Expires July 30, 2022

My commission expires 7-30 2022

Resolution

Number 21-0427

Adopted Date March 30, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO DEBRA-KUEMPEL, INC. FOR THE WARREN COUNTY NEW JAIL & SHERIFF'S OFFICE FIBER & COPPER BACKBONE PROJECT

WHEREAS, bids were closed at 10:00 a.m., March 23, 2021, and the bids received were opened and read aloud for the Warren County New Jail & Sheriff's Office Fiber & Copper Backbone Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Warren County Director of Facilities Management, DeBra-Kuempel, Inc., has been determined to be the lowest and best bidder; and

WHEREAS, DeBra-Kuempel, Inc., was the best bidder with a total bid price of \$65,100.00; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn, Facilities Management Director, that it is the intent of this Board to award the contract to **DeBra-Kuempel, Inc., 3976 Southern Ave., Cincinnati, Ohio**, for a total bid price of **\$65,100.00**; and

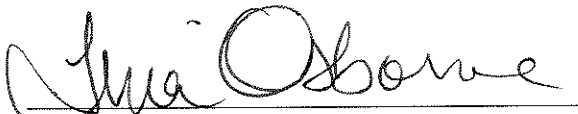
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: Facilities Management (file)
OMB Bid file

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

Resolution

Number 21-0428

Adopted Date March 30, 2021

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH BURGESS & NIPLE,
INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE


BE IT RESOLVED, to enter into an engineering service contract with Burgess & Niple, Inc. 525
Vine St., Suite 1300, Cincinnati, OH 45202 for engineering services for the Shaker Road Bridge
#48-3.17 and the Morrow Woodville Road Bridge #24-0.12, as attached hereto and made a part
hereof.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Burgess & Niple, Inc.
Engineer (file)

**ENGINEERING SERVICES CONTRACT
FOR
SHAKER ROAD BRIDGE #48-3.17 AND MORROW-WOODVILLE ROAD BRIDGE #24-
0.12 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 Burgess & Niple, Inc., 525 Vine Street, Suite 1300, Cincinnati, Ohio 45202, 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 Shaker Road Bridge #48-3.17 over a Branch of Dicks Creek and Morrow-Woodville Road Bridge #24-0.12 over Stone Lick 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 Shaker Road Bridge #48-3.17 and Morrow-Woodville Road Bridge #24-0.12 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 March 5, 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 Shaker Road Bridge #48-3.17 over a

Branch of Dicks Creek and Morrow-Woodville Road Bridge #24-0.12 over Stone Lick Creek, for a base fee of \$120,034.00 and a not-to-exceed fee of \$5,250.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$125,284.00.

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 Attn: Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
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Burgess & Niple, Inc.
Attn: Jon Brunot, P.E.
525 Vine Street, Suite 1300
Cincinnati, Ohio 45202
Ph. 513-579-0042

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, Burgess & Niple, Inc. has caused this Agreement to be executed on the date stated below by JONATHAN BRUNOT, its VICE PRESIDENT, pursuant to a corporate Resolution authorizing such act.

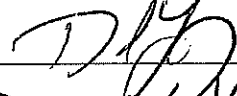
BURGESS & NIPLE, INC.

SIGNATURE: 
PRINTED NAME: JONATHAN BRUNOT
TITLE: VICE PRESIDENT
DATE: 3/19/21

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, ^{David Young} ~~Tiffany Lindel~~, on the date stated below, pursuant to Resolution No. 21-0428 dated 3/30/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: David Young
TITLE: President
DATE: 3/30/21

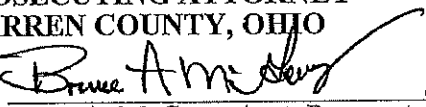
RECOMMENDED BY:

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

By: 
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

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

By: 
Bruce A. McGary, Asst. Prosecutor
Date: 3/17/21

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: Shaker Road Bridge #48-3.17 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: Shaker Road Bridge #48-3.17 – 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: Shaker Road - 55 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: Shaker 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 Shaker 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) Shaker Road over Branch of Dicks Creek, Bridge #48-3.17

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: Branch of 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 Shaker 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 SR 122 and Union 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

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 Shaker Road has an ADT of approximately 1,800 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: Burgess & Niple, Inc.
Address: 525 Vine Street, Suite 1300
Cincinnati, Ohio 45202
Phone: (513) 579-0042

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: Morrow-Woodville Road Bridge #24-0.12 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-Woodville Road Bridge #24-0.12 – extending to SR 133 on north bridge approach and approximately 100 to 200 feet on south 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-Woodville Road - 55 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

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

Number of lanes 2 lanes width of lanes 10.5 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-Woodville 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-Woodville Road over Stone Lick Creek, Bridge #24-0.12

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: Stone Lick 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-Woodville 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 Lucas Road and SR 133.

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: Frontier

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-Woodville Road has an ADT of approximately 750 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: Burgess & Niple, Inc.
Address: 525 Vine Street, Suite 1300
Cincinnati, Ohio 45202
Phone: (513) 579-0042

BURGESS & NIPLE

525 Vine Street | Suite 1300 | Cincinnati, OH 45202 | 513.579.0042

Mr. Roy Henson, PE PS
Bridge Engineer
Warren County Engineer's Office
210 W Main Street
Lebanon, OH 45036

Re Shaker Road Bridge #48-3.17
Morrow-Woodville Road Bridge #240.12
Rehabilitation Projects
Price Proposal

March 5, 2021

Dear Mr. Henson:

Thank you for giving Burgess & Niple, Inc. (B&N) the opportunity to submit this price proposal to perform engineering services for the rehabilitation of the above referenced bridges for the Warren County Engineer's Office. This proposal is the lump sum fee to perform the final development phase and develop Construction Contract Plans for the completion of the project.

PROJECT DESCRIPTION

The project scope for both bridges will consist of the rehabilitation of the structure by replacing the bridge superstructure. The project limits extend approximately 100 to 200 feet on each side of the Shaker Road bridge and 100 to 200 feet south and to SR133 on Morrow-Woodville Road bridge. The existing 24 foot wide superstructures will be completely replaced with prestressed concrete composite adjacent box beams. During preliminary design, B&N will determine if the superstructures can be widened to 30 feet. No federal funding is anticipated for the project but the rehabilitation will be completed in compliance with the Ohio Department of Transportation (ODOT) and AASHTO standards and will follow ODOT's most current Construction and Material Specifications.

SCOPE OF SERVICES

B&N will perform the engineering services required for these projects based on the final scope of service documents from the Warren County Engineer's office and the below described project narrative. Per review of the scope of services the tasks required to complete the rehabilitation for each structure are similar.

Field Survey

B&N will use Berding Surveying to complete all the necessary field survey and office work to provide a Topographic/Location Survey basemap.

In addition, information will be gathered in order to locate the existing right-of-way but as scoped it is anticipated that the project will be constructed entirely within the existing right-of-way so the preparation of proposed right-of-way plans is not included as an if-authorized fee.

Berding's scope and fee proposals for each bridge location have been included with this proposal.

Phase A – Preliminary Design

Roadway

Preliminary design plans (line, grade, & typical) will be developed for each bridge location to define the project limits and modified vertical alignment required for the new composite concrete bridge deck. The horizontal alignment will be maintained.

If during the Structure Type Study it is determined that the bridge can be widened from 24' to 30' the roadway taper will begin at the end of the bridge and will meet the existing roadway and shoulder width 100' from the end of the bridge.

Phase A – Preliminary design roadway plans will include a title sheet, typical sections, and plan and profiles. Preliminary plans will be submitted to the County for review and approval prior to continuing with final design.

Per the scope of services traffic at each bridge location will be detoured during construction. A preliminary maintenance of traffic plan for each bridge location will also be included with the Phase A – Preliminary Design submittal using the route as specified in the scope of services.

Preliminary Bridge Plans

Per the scope of services the existing superstructures at each bridge location will be replaced with a prestressed concrete composite adjacent box beam superstructure. A Structure Type Study will be performed to determine if it is feasible to increase the bridge from the existing 20 feet width to 30 feet face to face of rails.

Included in the Phase A – Preliminary Bridge Plan submittal will be a preliminary Site Plan, a transverse section and preliminary details.

Cost Estimates

A preliminary construction cost estimate will be provided with the Phase A – Preliminary Design submittal.

Phase B – Final Design

Roadway

Final roadway plans will be developed based on the preliminary review comments.

Final roadway plans for each bridge location will consist of the following sheets:

- Title Sheet
- Typical Section
- General Notes
- Maintenance of Traffic Notes
- Detour Map
- General Summary
- Subsummaries
- Plan & Profile
- Cross Sections
- Traffic Control Plan

Bridge Plans

Final bridge plans for each bridge location will be developed based on the approved selected superstructure replacement alternative. Design of the new bridge will be performed per AASHTO LRFD Bridge Design Specifications and HL-93 loading.

Final Bridge plans for each bridge location will consist of the following sheets:

- Site Plan
- General Notes
- Estimated Quantities
- Abutment Details
- Superstructure Details
- Deck Elevations and Bearing Details
- Reinforcing Steel List

Cost Estimate

A final design cost estimate will be provided with the Phase B – Final Design submittal.

FINAL PLAN PACKAGE

After final review B&N will revise the plans and prepare the final plan package submittal. The final plan package submittal will consist of one 22"x34" full size and one 11"x17" half size on plain paper stamped and signed by a Professional Engineer. One full size and half size plan set in PDF format and CAD files in a format compatible with AutoCAD will also be provided in the final plan package.

Also included with the Final Plan Package will be a load rating report for the bridge superstructure at each bridge location analyzed in LRFD method in accordance with the AASHTO Manual for Bridge Evaluation and ODOT Bridge Design Manual (BDM). The bridge load rating report will include a current ODOT BR100 Summary stamped, signed, and dated by a Professional Engineer. The report will 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).

IF AUTHORIZED ITEMS

Per the scope of Services if permanent right-of-way is needed to complete the proposed bridge rehabilitations our fee proposal includes two if-authorized fees. One if-authorized fee per parcel if right of way is acquired in fee and the other if-authorized fee per parcel if right of way is acquired by easement. See Berding proposal attached for additional information.

SCHEDULE

B&N will complete the above described scope of services per the following schedule

Phase A – Preliminary Design submittal	12/6/2021
Phase B – Final Design submittal	12/5/2022
Final Plan Package	3/6/2023

FEE

B&N will perform the above described scope of serves for a lump sum fee as outlined below. A detailed breakdown of the tasks and personnel hourly estimates is also attached.

Shaker Road Bridge #48-3.17

<u>Task</u>	<u>Total Fee</u>
Field Survey	\$ 4,700

Phase A – Preliminary Design	\$ 15,318
Phase B – Final Design	\$ 35,641
Final Plan Package	\$ <u>4,358</u>
Total Construction Contract Plans	\$ 60,017

IF AUTHORIZED TASKS (per parcel)

If Right of Way is acquired in Fee:

Prepare Dedication Plat	\$ 1,200
Prepare Survey Record, return to set property corners and monuments	\$ 1,780

If Right of Way is acquired by easements

8.5 x 11 Easement Exhibits	\$ 500
Easement Description per parcel	\$ 250
Stake existing right of way and proposed easements per parcel	\$ 300

Morrow-Woodville Road Bridge #24-0.12

<u>Task</u>	<u>Total Fee</u>
Field Survey	\$ 4,700
Phase A – Preliminary Design	\$ 15,318
Phase B – Final Design	\$ 35,641
Final Plan Package	\$ <u>4,358</u>
Total Construction Contract Plans	\$ 60,017

IF AUTHORIZED TASKS (per parcel)

March 5, 2021
Page 6

If Right of Way is acquired in Fee:

Prepare Dedication Plat	\$ 1,200
Prepare Survey Record, return to set property corners and monuments	\$ 1,780

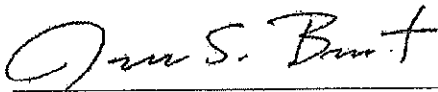
If Right of Way is acquired by easements

8.5 x 11 Easement Exhibits	\$ 500
Easement Description per parcel	\$ 250
Stake existing right of way and proposed easements per parcel	\$ 300

We appreciate this opportunity to provide engineering services to the Warren County Engineer's office. If you have any questions or comments, please do not hesitate to call.

Sincerely,

BURGESS & NIPLE, INC.



Jonathan S. Brunot, PE
Vice President

Shaker Road Bridge Rehabilitation

Construction Contract Plans

TASK	PERSONNEL / ESTIMATED HOURS						DIRECT LABOR COST					OVERHEAD COSTS	SUBCON. COST	NET FEE	TOTAL COST PLUS NET FEE	
	PROJ. MAN.	SR. ENG.	PROJ. ENG.	ENG.	TECH.	TOTAL HOURS	PROJ. MAN.	SR. ENG.	PROJ. ENG.	ENG.	TECH.					
							@	@	@	@	@					
Field Survey							\$73.63	\$62.88	\$53.00	\$41.13	\$43.75	188%				
Field Survey and basemap						0						\$0	\$0	\$4,700	\$0	\$4,700
Total	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,700	\$0	\$4,700
Phase A - Preliminary Design																
Roadway																
Title Sheet			1	1	4	6			\$53	\$41	\$176	\$269	\$608		\$78	\$853
Typical Sections		1	1	6	8	16	\$63	\$53	\$247	\$350	\$719	\$1,340	\$205	\$205	\$2,558	
Plan and Profile		2	2	8	12	24	\$126	\$106	\$328	\$626	\$1,095	\$2,041	\$313	\$313	\$3,440	
Detour Plan		1			2	3	\$63			\$88	\$160	\$283	\$43	\$43	\$476	
Subtotal	0	4	4	15	28	49	\$0	\$252	\$212	\$817	\$1,138	\$2,216	\$4,170	\$0	\$639	\$7,026
Preliminary Bridge Plans																
Structure Type Study		1	2	6		9	\$63	\$106	\$247		\$418	\$781		\$120	\$1,317	
Site Plan		1	2	6	12	21	\$63	\$106	\$247	\$525	\$841	\$1,768		\$271	\$2,680	
Preliminary Details			2		8	10			\$106	\$350	\$466	\$857		\$131	\$1,445	
Subtotal	0	2	6	12	20	40	\$0	\$126	\$316	\$494	\$875	\$1,812	\$3,407		\$622	\$5,741
Prepare Cost Estimates																
Cost Estimates			2	2	4	8			\$106	\$82	\$176	\$363	\$683		\$105	\$1,151
Subtotal	0	0	2	2	4	8	\$0	\$0	\$106	\$82	\$176	\$363	\$683	\$0	\$105	\$1,151
Project Management																
Project Meetings						0						\$0	\$0		\$0	\$0
Project Management	6					6	\$442					\$442	\$930		\$127	\$1,399
Subtotal	6	0	0	0	0	6	\$442	\$0	\$0	\$0	\$0	\$442	\$930		\$127	\$1,399
Total - Phase A Preliminary Design	6	6	12	28	50	103	\$442	\$377	\$636	\$1,193	\$2,188	\$4,835	\$9,090	\$0	\$1,393	\$15,318
Phase B - Final Design																
Roadway																
Title Sheet			1	2	2	5			\$53	\$82	\$88	\$223	\$419		\$64	\$705
General Notes			2	4	4	10			\$106	\$105	\$176	\$446	\$835		\$128	\$1,411
Typical Sections			1	2	4	7			\$53	\$52	\$176	\$310	\$583		\$89	\$993
General Summary		1	1	6	6	16	\$63	\$53	\$247	\$350	\$719	\$1,340	\$205	\$205	\$2,288	
Plan and Profile		1	1	6	6	14	\$63	\$53	\$247	\$263	\$625	\$1,175	\$180	\$180	\$1,880	
Cross Sections				6	10	16			\$247	\$438	\$684	\$1,286	\$197	\$197	\$2,168	
Traffic Control Plan				4	8	12			\$165	\$350	\$515	\$887	\$148	\$148	\$1,630	
MOT General Notes			1	1	2	4			\$53	\$41	\$88	\$182	\$341		\$52	\$576
Detour Plan			1	1	2	4			\$53	\$41	\$88	\$182	\$341		\$52	\$576
Subtotal	0	2	6	32	46	88	\$0	\$126	\$424	\$1,318	\$2,013	\$3,876	\$7,291	\$0	\$1,117	\$12,286
Bridge Plans																
Site Plan			1	2	8	11			\$53	\$82	\$350	\$485	\$912		\$140	\$1,537
General Notes		1	1	4	6	11	\$63	\$165	\$263	\$480	\$921	\$1,411	\$213	\$213	\$1,652	
Estimated Quantities		2	2	6	6	16	\$126	\$106	\$247	\$263	\$741	\$1,393	\$213	\$213	\$2,347	
Abutments Details		2	4	16	22	44	\$126	\$165	\$700	\$680	\$1,862	\$295	\$295	\$295	\$3,137	
Deck Plan & Transverse Section		2	4	12	18	36	\$126	\$165	\$525	\$616	\$1,633	\$236	\$236	\$236	\$2,563	
Design & Analysis			8	10	24	42		\$424	\$658	\$1,082	\$2,034	\$312	\$312	\$312	\$3,428	
Framing Plan & Beam Details		1	5	12	18	36	\$63	\$206	\$525	\$704	\$1,492	\$229	\$229	\$229	\$2,514	
Deck Elevations & Bearings		1	2	6	4	12	\$63	\$106	\$176	\$550	\$1,033	\$158	\$158	\$158	\$1,741	
Reinforcing Steel Details			2	4	8	14			\$106	\$165	\$350	\$621	\$1,167		\$178	\$1,899
Subtotal	0	9	15	50	72	146	\$0	\$666	\$795	\$2,058	\$3,150	\$6,597	\$12,345	\$0	\$1,891	\$20,895
Prepare Cost Estimates																
Cost Estimates			2	2	4	8			\$106	\$82	\$176	\$363	\$683		\$105	\$1,151
Subtotal	0	0	2	2	4	8	\$0	\$0	\$106	\$82	\$176	\$363	\$683	\$0	\$105	\$1,151
Project Management																
Project Meetings						0						\$0	\$0		\$0	\$0
Project Management	6					6	\$442					\$442	\$930		\$127	\$1,399
Subtotal	6	0	0	0	0	6	\$442	\$0	\$0	\$0	\$0	\$442	\$930		\$127	\$1,399
Total - Phase B Detailed Design	6	11	25	84	122	248	\$442	\$692	\$1,325	\$3,455	\$5,338	\$11,250	\$21,151	\$0	\$3,240	\$35,841
Final Plan Package																
Plan revisions		1		8	8	16	\$63		\$247	\$350	\$680	\$1,240		\$180	\$2,090	
Load Rating			4	8	4	12			\$212	\$329	\$541	\$1,017	\$158	\$158	\$1,714	
Submission of Final Drawings					4	4				\$175	\$175	\$329	\$50	\$50	\$554	
Subtotal	0	1	4	14	12	31	\$0	\$63	\$212	\$576		\$1,376	\$2,586		\$398	\$4,368
GRAND TOTAL	12	18	41	127	184	382	\$884	\$1,132	\$2,173	\$5,223	\$7,525	\$17,461	\$32,827	\$4,700	\$5,029	\$60,017

Morrow-Woodville Road Bridge Rehabilitation

Construction Contract Plans

TASK	PERSONNEL / ESTIMATED HOURS						DIRECT LABOR COST					OVERHEAD COSTS 18%	SUBCON. COST	NET FEE 10%	TOTAL COST PLUS NET FEE	
	PROJ. MAN.	SR. ENG.	PROJ. ENG.	ENG.	TECH.	TOTAL HOURS	PROJ. MAN.	SR. ENG.	PROJ. ENG.	ENG.	TECH.					LABOR COST
	@	@	@	@	@		\$73.63	\$57.88	\$53.00	\$41.13	\$43.75					
Field Survey																
Field Survey and basemap						0						\$0	\$0	\$4,700	\$0	\$4,700
Total	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,700	\$0	\$4,700
Phase A - Preliminary Design																
Roadway																
Title Sheet			1	1	4	6			\$53	\$41	\$175	\$299	\$508		\$78	\$853
Typical Sections		1	1	6	9	16		\$63	\$53	\$247	\$350	\$719	\$1,340		\$205	\$2,258
Plan and Profile		2	2	8	12	24		\$125	\$106	\$329	\$525	\$1,080	\$2,041		\$313	\$3,440
Detour Plan		1		2	2	5		\$63			\$88	\$150	\$283		\$43	\$475
Subtotal	0	4	4	16	28	49	\$0	\$252	\$212	\$817	\$1,136	\$2,218	\$4,170	\$0	\$639	\$7,020
Preliminary Bridge Plans																
Structure Type Study		1	2	6		9		\$63	\$106	\$247		\$416	\$781		\$120	\$1,317
Site Plan		1	2	6	12	21		\$63	\$106	\$247	\$525	\$941	\$1,768		\$271	\$2,680
Preliminary Details			2		8	10			\$106		\$350	\$466	\$857		\$131	\$1,445
Subtotal	0	2	6	12	20	40	\$0	\$128	\$316	\$494	\$876	\$1,812	\$3,407	\$0	\$522	\$5,741
Prepare Cost Estimates																
Cost Estimates			2	2	4	8			\$106	\$82	\$175	\$363	\$683		\$105	\$1,151
Subtotal	0	0	2	2	4	8	\$0	\$0	\$106	\$82	\$175	\$363	\$683	\$0	\$105	\$1,151
Project Management																
Project Meetings						6						\$0	\$0		\$0	\$0
Project Management		6				6	\$442					\$442	\$830		\$127	\$1,399
Subtotal	6	0	0	0	0	6	\$442	\$0	\$0	\$0	\$0	\$442	\$830	\$0	\$127	\$1,399
Total - Phase A Preliminary Design	6	6	12	29	50	103	\$442	\$377	\$636	\$1,193	\$2,188	\$4,835	\$9,090	\$0	\$1,393	\$15,318
Phase B - Final Design																
Roadway																
Title Sheet			1	2	2	6			\$53	\$82	\$88	\$223	\$419		\$84	\$706
General Notes			2	4	4	10			\$106	\$165	\$175	\$446	\$838		\$128	\$1,411
Typical Sections			1	2	4	7			\$53	\$82	\$175	\$310	\$583		\$89	\$683
General Summary		1	1	6	8	16		\$83	\$53	\$247	\$350	\$713	\$1,340		\$205	\$2,258
Plan and Profile		1	1	6	8	14		\$83	\$53	\$247	\$283	\$525	\$1,175		\$180	\$1,880
Cross Sections				0	10	16				\$247	\$430	\$684	\$1,286		\$197	\$2,168
Traffic Control Plan				4	8	12				\$165	\$350	\$515	\$967		\$149	\$1,630
MOY General Notes			1	1	2	4			\$53	\$41	\$88	\$182	\$341		\$52	\$575
Detour Plan			1	1	2	4			\$53	\$41	\$88	\$182	\$341		\$52	\$575
Subtotal	0	2	8	32	46	88	\$0	\$126	\$424	\$1,318	\$2,013	\$3,876	\$7,291	\$0	\$1,117	\$12,286
Bridge Plans																
Site Plan			1	2	8	11			\$53	\$82	\$350	\$485	\$912		\$140	\$1,637
General Notes			1	4	4	11				\$165	\$283	\$480	\$921		\$141	\$1,552
Estimated Quantities		2	2	6	8	16		\$128	\$106	\$247	\$283	\$741	\$1,363		\$213	\$2,347
Abutments Details		2		4	16	22		\$128		\$165	\$700	\$900	\$1,882		\$285	\$3,137
Deck Plan & Transverse Section		2		4	12	18		\$128		\$165	\$525	\$815	\$1,633		\$235	\$2,583
Design & Analysis			8	16		24			\$424	\$656	\$1,092	\$2,034		\$312	\$3,428	
Framing Plan & Beam Details				5	12	18			\$83	\$206	\$525	\$794	\$1,492		\$229	\$2,514
Deck Elevations & Bearings		1	2	6	4	12		\$83	\$106	\$206	\$175	\$550	\$1,033		\$158	\$1,741
Reinforcing Steel Details			2	4	8	14			\$106	\$165	\$350	\$621	\$1,167		\$179	\$1,880
Subtotal	0	9	15	50	72	148	\$0	\$566	\$795	\$2,058	\$3,150	\$6,687	\$12,348	\$0	\$1,891	\$28,805
Prepare Cost Estimates																
Cost Estimates			2	2	4	8			\$106	\$82	\$175	\$363	\$683		\$105	\$1,151
Subtotal	0	0	2	2	4	8	\$0	\$0	\$106	\$82	\$175	\$363	\$683	\$0	\$105	\$1,151
Project Management																
Project Meetings						6						\$0	\$0		\$0	\$0
Project Management		6				6	\$442					\$442	\$830		\$127	\$1,399
Subtotal	6	0	0	0	0	6	\$442	\$0	\$0	\$0	\$0	\$442	\$830	\$0	\$127	\$1,399
Total - Phase B Detailed Design	6	11	25	84	122	248	\$442	\$692	\$1,325	\$3,455	\$5,338	\$11,250	\$21,151	\$0	\$3,240	\$35,841
Final Plan Package																
Plan revisions		1		6	8	15		\$63		\$247	\$350	\$660	\$1,240		\$190	\$2,080
Load Rating			4	8		12			\$212	\$329		\$541	\$1,017		\$156	\$1,714
Submission of Final Drawings					4	4				\$175		\$329	\$639		\$90	\$654
Total - Final Plan Package	0	1	4	14	12	31	\$0	\$63	\$212	\$576	\$0	\$1,376	\$2,586	\$0	\$396	\$4,358
GRAND TOTAL	12	18	41	127	184	382	\$884	\$1,132	\$2,173	\$5,223	\$7,625	\$17,461	\$32,827	\$4,700	\$5,029	\$60,017



AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SURVEYING AND 3D-SCANNING SERVICES

April 22, 2021

Mr. Jon Brunot, PE
Burgess & Niple, Inc
312 Plum St Ste 1250
Cincinnati, OH 45202-2678

Subject: Morrow-Woodville Road Bridge #24-0.12

Dear Jon,

Thank you for asking our firm to provide survey support for the Morrow-Woodville Road Bridge Rehabilitation project. Based on our review of the Scope of Services you provided from the Warren County Engineer's Office the following is an outline of services we anticipate providing.

Base Map Development (Field)

Project Limits

Burgess & Niple is requesting a survey corridor of ~600 linear feet along Morrow-Woodville Road (300' Northwest and 300' Southeast of existing structure 24-.12) The lateral limits of the corridor will generally be 10 feet beyond the toe of slope.

Survey Control

The field survey will be based upon the Ohio State Plane Coordinate System, utilizing ODOT'S VRS control network. Survey control will be set in a manner and location that will not be disturbed by construction activities.

Research and Records

Berding Surveying will conduct courthouse research to retrieve pertinent record information for establishing the property lines and existing right of way of Morrow-Woodville Road and S.R. 133. The Warren County Engineer's Office will also be contacted for records pertaining to the establishment of Morrow-Woodville Road. ODOT will be contacted for S.R. 133's establishment.

Utilities

The Ohio Utility Protection Service (OUPS) will be contacted for records noting the client is requesting physical markings. The location of marking present at the time of the field survey will be denoted on the base map. Underground utilities noted as being per record will be shown based upon our interpretation of the records (where applicable) received from the corresponding Utility Companies who responded to the OUPS request. Berding Surveying cannot verify the accuracy of the markings or completeness of records provided. Not included in this scope is the coordination and fee for an underground utility investigator/location service provider.

Field Boundary and Right of Way Survey

Referencing the record research our field crews will seek out and locate existing field monumentation and evidence of occupation as may be required for reference in determining the existing right of way location and property lines intersecting the corridors.

Topographic & Location Survey

Utilizing a conventional Robotic Total Station, a field survey crew will locate all observable features and improvements within the survey limits, including but not limited to: mailboxes, culverts crossing the road with size, catch basins with pipe sizes and inverts, sanitary sewer manholes with pipe sizes and inverts, water valves, fire hydrants, utility poles, driveways, pavement edge, etc. Elevations (spot shots) will be acquired at a frequency required for generating 1 foot contour interval. Pavement sections will be taken at 25 feet intervals. The field data will be collected using ODOT's standard field codes.

Specifically requested measurements and elevations will be obtained for the existing abutments.

Base Map Development (Office)

Field generated data will be processed and a quality control checks made. The observed points will be developed into a DGN file drawing utilizing MicroStation Power Geopak SS4 with OpenRoads imbedded. The drawing file will depict the features and items outlined above within the survey limits stated.

Right of way lines and property lines will be resolved with record information.

Right of Way Plans

A set of right of way plans is not anticipated with this project.

Timeframe and Fee: Please allow 4-6 weeks after authorization to complete the tasks outlined above.

Base map & Existing Right of Way and Property Lines..... \$4,700

IF AUTHORIZED TASKS

If Right of Way is acquired in Fee:


- Prepare Dedication Plat.....\$1,200
- Prepare Survey Record, return to set property corners and monuments.....\$1,780 per parcel (Residues of the Parent Tracts are not included)

If Right of Way is acquired by easements:

- 8.5x11 Easement Exhibit (1 overall exhibit).....\$500
- Prepare Easement Descriptions.....\$250 per parcel
- Stake existing right of way and proposed easements\$300 per parcel

Respectively,
Berding Surveying, Inc.

Authorized by: (client)

 02/23/2021
Tim Schwoeppe, PS Date

Signature Date

PROFESSIONAL SERVICES TERMS AND CONDITIONS

ACCESS TO THE SITE

G.J. Berding Surveying, Inc.



AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SURVEYING AND 3D-SCANNING SERVICES

April 22, 2021

Mr. Jon Brunot, PE
Burgess & Niple, Inc
312 Plum St Ste 1250
Cincinnati, OH 45202-2678

Subject: Shaker Road Bridge #48-3.17

Dear Jon,

Thank you for asking our firm to provide survey support for the Shaker Road Bridge Rehabilitation project. Based on our review of the Scope of Services you provided from the Warren County Engineer's Office the following is an outline of services we anticipate providing.

Base Map Development (Field)

Project Limits

Burgess & Niple is requesting a survey corridor of ~600 linear feet along Shaker Road (300' North and 300' South of existing structure 48-3.17) The lateral limits of the corridor will generally be 10 feet beyond the toe of slope.

Survey Control

The field survey will be based upon the Ohio State Plane Coordinate System, utilizing ODOT'S VRS control network. Survey control will be set in a manner and location that will not be disturbed by construction activities.

Research and Records

Berding Surveying will conduct courthouse research to retrieve pertinent record information for establishing the property lines and existing right of way of Shaker Road. The Warren County Engineer's Office will also be contacted for records pertaining to the establishment of Shaker Road.

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

Utilities

The Ohio Utility Protection Service (OUPS) will be contacted for records noting the client is requesting physical markings. The location of marking present at the time of the field survey will be denoted on the base map. Underground utilities noted as being per record will be shown based upon our interpretation of the records (where applicable) received from the corresponding Utility Companies who responded to the OUPS request. Berding Surveying cannot verify the accuracy of the markings or completeness of records provided. Not included in this scope is the coordination and fee for an underground utility investigator/location service provider.

Field Boundary and Right of Way Survey

Referencing the record research our field crews will seek out and locate existing field monumentation and evidence of occupation as may be required for reference in determining the existing right of way location and property lines intersecting the corridors.

Topographic & Location Survey

Utilizing a conventional Robotic Total Station, a field survey crew will locate all observable features and improvements within the survey limits, including but not limited to: mailboxes, culverts crossing the road with size, catch basins with pipe sizes and inverts, sanitary sewer manholes with pipe sizes and inverts, water valves, fire hydrants, utility poles, driveways, pavement edge, etc. Elevations (spot shots) will be acquired at a frequency required for generating 1 foot contour interval. Pavement sections will be taken at 25 feet intervals. The field data will be collected using ODOT's standard field codes.

Specifically requested measurements and elevations will be obtained for the existing abutments.

Base Map Development (Office)

Field generated data will be processed and a quality control checks made. The observed points will be developed into a DGN file drawing utilizing MicroStation Power Geopak SS4 with OpenRoads imbedded. The drawing file will depict the features and items outlined above within the survey limits stated.

Right of way lines and property lines will be resolved with record information.

Right of Way Plans

A set of right of way plans is not anticipated with this project.

Timeframe and Fee: Please allow 4-6 weeks after authorization to complete the tasks outlined above.

Base map & Existing Right of Way and Property Lines..... \$4,700

IF AUTHORIZED TASKS

If Right of Way is acquired in Fee:

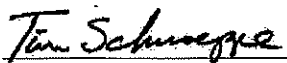
- Prepare Dedication Plat.....\$1,200
- Prepare Survey Record, return to set property corners and monuments.....\$1,780 per parcel (Residues of the Parent Parcels are not included)

If Right of Way is acquired by easements:

- 8.5x11 Easement Exhibit (1 overall exhibit).....\$500
- Prepare Easement Descriptions.....\$250 per parcel
- Stake existing right of way and proposed easements\$300 per parcel

Respectively,
Berding Surveying, Inc.

Authorized by: (client)

 02/23/2021
Tim Schwoeppe, PS Date

Signature Date

PROFESSIONAL SERVICES TERMS AND CONDITIONS

G.J. Berding Surveying, Inc.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Warren

I, JONATHAN BENNETT, holding the title and position of VICE PRESIDENT at the firm BURGESS & NIPLE, 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 19th day of March 2021

[Signature]
(Notary Public)

Warren County.

My commission expires May 20 2023



ROBERTA J. APKING
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
5/20/23
Recorded in
Warren County

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

Resolution

Number 21-0429

Adopted Date March 30, 2021

ADVERTISE FOR BIDS FOR THE GUARDRAIL REPLACEMENT FY21 PROJECT

BE IT RESOLVED, to advertise for bids for the Guardrail Replacement FY21 Project for the County Engineer bid opening to be April 20, 2021, at 9:30 a.m.; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet website, beginning the week of April 2, 2021; bid opening to be April 20, 2021 @ 9:30 a.m.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LLA

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 21-0430

Adopted Date March 30, 2021

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 16 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price; and

WHEREAS, Granger has a presented change order number 16 to accommodate changes to cabling relative to the Homewave video visitation system; and


NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of change order number 16, by the County Administrator, for a increase of \$25,845.91 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,400,292.20; said change orders with supporting/open book pricing are attached hereto and made a part hereof.

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc
Project file
Granger Construction Co. J. Woehrl

Sheriff (file)
Martin Russell/Tiffany Zindel
Facilities Management (file)



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
03/01/2021
CHANGE ORDER #: 16

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

- DISTRIBUTION:**
- Granger Construction Company
 - Wachtel & McAnally Architects/Planners, Inc
 - OFFICE
 - FIELD
 - OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

PCO 180 - Homewave Cabling Changes

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	180	Homewave Cabling Changes	PCO	180	\$25,845.91

TOTAL: \$ 25,845.91

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	\$ 33,221.29
The Contract Sum prior to this Change Order was	\$ 49,374,446.29
The Contract Sum will be increased by this Change Order	\$ 25,845.91
The new Contract Sum will be	\$ 49,400,292.20
The Contract Time will be decreased by 0 days	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By:
Date: 3-22-21

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By:
Date: 03/03/2021

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By:
Date: 3/8/21



CHANGE ORDER REQUEST

DATE: 02/03/2021
PCO#: 180

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Homewave Cabling Changes
Proposed Scope of Work: Homewave Cabling Changes

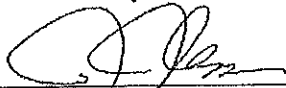
The prices below are valid until **02/15/2021**.

Funding Source for Change Order:
Granger/Megen GMP: \$25,845.91
Owner Contingency: (\$25,845.91)

PCO/Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Homewave Cabling Changes Bond	New		0000610-00		\$148.47
2 : Homewave Cabling Changes Sub Bond Risk	New		0000620-00		\$247.45
3 : Homewave Cabling Changes CM Fee	New		0000092-00		\$630.39
4 : Homewave Cabling Changes Insurances	New		0000620-02		\$74.24
5 : Homewave Cabling Changes LEE	New		0016000-00		\$24,745.36

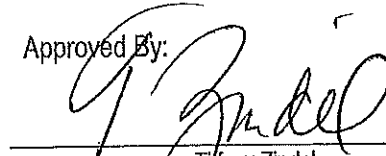
Total: \$25,845.91

Submitted By:

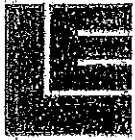

Jason Woehrle

02/03/2021
Date

Approved By:


Tiffany Zindel
Warren County

3-22-21
Date



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

1/28/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re :VVU Cable Changes

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$24,745.00

Bond

CO Net: \$24,745.00

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

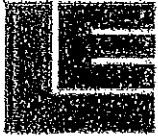
CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail Contractor's
 Name Lebanon, OH Contract No. 1822-000121
 County Montgomery Project No. _____ Phase _____ Contr. No. _____
 Change Order No. TBD for _____ Changes
 Subcontractor Name and Address I.D. No. _____ Phase _____ Contr. No. _____
LAKE ERIE ELECTRIC, INC. Type of Contract ELECTRICAL
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
<u>Journeyman</u>	_____ hours x <u>31.00</u> /hour	_____ /hour	=	_____
<u>Foreman</u>	_____ hours x <u>34.10</u> /hour	_____ /hour	=	_____
<u>Gen Fore</u>	_____ hours x <u>36.58</u> /hour	_____ /hour	=	_____
<u>PM</u>	_____ hours x <u>80.00</u> /hour	_____ /hour	=	_____
				Total (B) \$ _____
B. Fringes - GC 7.7.2.3				
<u>Journeyman</u>	_____ hours x <u>20.39</u> /hour	_____ /hour	=	_____
<u>Foreman</u>	_____ hours x <u>20.55</u> /hour	_____ /hour	=	_____
<u>Gen Fore</u>	_____ hours x <u>20.67</u> /hour	_____ /hour	=	_____
<u>PM</u>	_____ hours x _____ /hour	_____ /hour	=	_____
				Total (C) \$ _____
C. Allowable Payroll Expenses - GC 7.7.2.4				
<u>Journeyman</u>	_____ hours x <u>6.88</u> /hour	_____ /hour	=	_____
<u>Foreman</u>	_____ hours x <u>7.57</u> /hour	_____ /hour	=	_____
<u>Gen Fore</u>	_____ hours x <u>8.12</u> /hour	_____ /hour	=	_____
<u>PM</u>	_____ hours x _____ /hour	_____ /hour	=	_____
				Total (D) \$ _____
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ _____
Sub Total				\$ _____
H. Contractor Overhead and Profit GC 7.7.2.10		x 15.00%		Total (H) \$ _____
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ <u>23,567.01</u>
J. Subcontractor Tier Markup		x 5.00%		Total (J) \$ <u>1,178.35</u>
K. Miscellaneous - GC 7.7.2.12				
1. Premium portion (labor and fringes) only for approved overtime				Total (K) \$ _____
- attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ 24,745.36

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates

2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005

Phone: 937-743-1220

Fax: 937-743-

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

\$ -

Structured

\$ 23,567.01

NET MATERIAL TOTAL \$ 23,567.01

Presented By:



**Warren County Jail - HomeWav-VVU
Cable Change Request- 56090**

Structured Technology
2611 Crescent Springs Rd.
Crescent Springs KY 41017
859-727-6320

SCOPE OF WORK

Warren County Jail - HomeWav-VVU Cable Change Request- 56090

Structured Technology will provide labor& materials for the following:

HomeWav-VVU -Addition of Sheilded Cable & Jacks \$34,044.60

HomeWav-VVU - Deduct Cable & Jacks Only \$-10,477.59

Diffrence of \$23,567.01

HomeWav-VVU -Addition of Sheilded Cable & Jacks	Total:	\$34,044.60
HomeWav-VVU - Deduct Cable & Jacks Only	Total:	(\$10,477.59)
Project Subtotal:		\$23,567.01

Project Summary

Total Installation Price:	\$23,567.01
Grand Total:	\$23,567.01

Jason Kaminski

From: Jason Kaminski <jkaminski@megenconstruction.com>
Sent: Monday, March 1, 2021 9:12 AM
To: Jason Kaminski
Subject: FW: Warren County Jail - Bulletin 23

Thanks,

Jason Kaminski
Senior Project Manager
Megen Construction Company, Inc.
Celebrating 25 years of Delivering Encore Construction Experiences



11130 Ashburn Road, Cincinnati, Ohio 45240
Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com

From: Eric Kusnierkiewicz <e.kusnierkiewicz@homewav.com>
Sent: Wednesday, February 24, 2021 1:56 PM
To: Jason Kaminski <jkaminski@megenconstruction.com>; Tony Brooks <t.brooks@homewav.com>
Cc: Riley, Chief Deputy Barry K. <Barry.Riley@wcsooh.org>; Sims, Sheriff Larry <Larry.Sims@wcsooh.org>; Kyle Rosinski <krosinski@grangerconstruction.com>
Subject: RE: Warren County Jail - Bulletin 23

Good Afternoon Jason,

I apologize on the delay here on getting back to you. We are good to move forward on the cabling for this project.

I am sorry for not getting back to you sooner on this.

Thank you,

Eric Kusnierkiewicz

From: Jason Kaminski <jkaminski@megenconstruction.com>
Sent: Friday, February 5, 2021 6:48 AM
To: Eric Kusnierkiewicz <e.kusnierkiewicz@homewav.com>; Tony Brooks <t.brooks@homewav.com>
Cc: Riley, Chief Deputy Barry K. <Barry.Riley@wcsooh.org>; Sims, Sheriff Larry <Larry.Sims@wcsooh.org>; Kyle Rosinski <krosinski@grangerconstruction.com>
Subject: RE: Warren County Jail - Bulletin 23

...And now the attachment.

From: Jason Kaminski
Sent: Friday, February 5, 2021 7:47 AM
To: 'Eric Kusnierkiewicz' <e.kusnierkiewicz@homewav.com>; Tony Brooks <t.brooks@homewav.com>
Cc: Riley, Chief Deputy Barry K. <Barry.Riley@wcsooh.org>; Sims, Sheriff Larry <Larry.Sims@wcsooh.org>; Kyle Rosinski <krosinski@grangerconstruction.com>
Subject: RE: Warren County Jail - Bulletin 23

Hi Eric,
Please see attached. Thank you!

Thanks,

Jason Kaminski
Senior Project Manager
Megen Construction Company, Inc.
Celebrating 25 years of Delivering Encore Construction Experiences



11130 Ashburn Road, Cincinnati, Ohio 45240
Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com

From: Eric Kusnierkiewicz <e.kusnierkiewicz@homewav.com>
Sent: Thursday, February 4, 2021 5:30 PM
To: Jason Kaminski <jkaminski@megenconstruction.com>; Tony Brooks <t.brooks@homewav.com>
Cc: Riley, Chief Deputy Barry K. <Barry.Riley@wcsooh.org>; Sims, Sheriff Larry <Larry.Sims@wcsooh.org>; Kyle Rosinski <krosinski@grangerconstruction.com>
Subject: RE: Warren County Jail - Bulletin 23

Good afternoon Jason,

In looking these over would you be able to provide me the following drawings for the VVU rough in cabling?

E303 A Block
E304 B Block
E305 C Block

Would you also have those rough in drawings for Area D I don't see them mentioned in the plans.

Thank you for your assistance,



Eric Kusnierkiewicz
Project Manager
Office: 314-499-6480
Cell: 314-406-7681
e.kusnierkiewicz@homewav.com
2020 Westport Center Dr. St. Louis, MO 63146

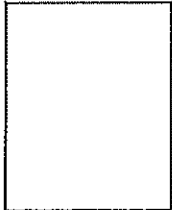
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From: Eric Kusnierkiewicz
Sent: Thursday, February 4, 2021 3:13 PM
To: Jason Kaminski <jkaminski@megenconstruction.com>; Tony Brooks <t.brooks@homewav.com>
Cc: Riley, Chief Deputy Barry K. <Barry.Riley@wcsooh.org>; Sims, Sheriff Larry <Larry.Sims@wcsooh.org>; Kyle Rosinski <krosinski@grangerconstruction.com>
Subject: RE: Warren County Jail - Bulletin 23

Thank you very much for this Jason,

We will be in touch shortly.

Have a great afternoon,



Eric Kusnierkiewicz
Project Manager
Office: 314-499-6480
Cell: 314-406-7681
e.kusnierkiewicz@homewav.com
2020 Westport Center Dr. St. Louis, MO 63146

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From: Jason Kaminski <jkaminski@megenconstruction.com>
Sent: Thursday, February 4, 2021 2:43 PM
To: Eric Kusnierkiewicz <e.kusnierkiewicz@homewav.com>; Tony Brooks <t.brooks@homewav.com>
Cc: Riley, Chief Deputy Barry K. <Barry.Riley@wcsooh.org>; Sims, Sheriff Larry <Larry.Sims@wcsooh.org>; Kyle Rosinski <krosinski@grangerconstruction.com>
Subject: RE: Warren County Jail - Bulletin 23

Hi Eric,

Per our conversation, the detailed breakdown is as follows:

- 1) Each of the 46 VVU locations is roughly 5 additional hours of work with the shielded cable.
- 2) We have anticipated 13,800 LF of MOHAWK CMP-00423MWKS-6-0 cable at roughly \$1.30/LF.
- 3) We have anticipated 92 Belden RV6MJKSME-S1 at \$12.07 EA.

Please let me know if you need anything else. Thank you!

Thanks,

Jason Kaminski
Senior Project Manager
Megen Construction Company, Inc.

Celebrating 25 years of Delivering Encore Construction Experiences



11.130 Ashburn Road, Cincinnati, Ohio 45240
Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com

From: Eric Kusnierkiewicz <e.kusnierkiewicz@homewav.com>
Sent: Thursday, February 4, 2021 3:13 PM
To: Jason Kaminski <jkaminski@megenconstruction.com>; Tony Brooks <t.brooks@homewav.com>
Cc: Riley, Chief Deputy Barry K. <Barry.Riley@wcsooh.org>; Sims, Sheriff Larry <Larry.Sims@wcsooh.org>; Kyle Rosinski <krosinski@grangerconstruction.com>
Subject: RE: Warren County Jail - Bulletin 23

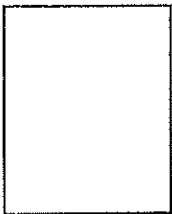
Good Afternoon Jason,

Thank you very much for your time on the phone this afternoon and sending these drawings over. In terms of breakdown do you have an itemized cabling cost and cost of jacks as well as labor breakdown in terms of hours?

I have included a photo of a completed rack to give you an idea of our set up. We run all of our cabling into a patch panel in the rack and then will tie it into our switch from there.

Would hanging our racks and running a 20 amp circuit for power to them be something you all would be able to accomplish for us as we get closer to this project being completed? We run a 20 amp circuit to mount in the rear of our rack as well as a ground bus off the outlet to ground our patch panel to.

Please let me know if there are any questions.



Eric Kusnierkiewicz
Project Manager
Office: 314-499-6480
Cell: 314-406-7681
e.kusnierkiewicz@homewav.com
2020 Westport Center Dr. St. Louis, MO 63146

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From: Jason Kaminski <jkaminski@megenconstruction.com>
Sent: Thursday, February 4, 2021 1:30 PM
To: Tony Brooks <t.brooks@homewav.com>; Eric Kusnierkiewicz <e.kusnierkiewicz@homewav.com>
Cc: Riley, Chief Deputy Barry K. <Barry.Riley@wcsooh.org>; Sims, Sheriff Larry <Larry.Sims@wcsooh.org>; Kyle Rosinski

<krosinski@grangerconstruction.com>

Subject: FW: Warren County Jail - Bulletin 23

Hi Tony & Eric,

The breakdown requested is below.

Please review the prints I sent to you earlier and let us know if you have any questions. The VVU's do go to different locations as discussed. Also, please send us the information you have on your system as discussed. Once we review that information, it may be good to schedule another conference call to verify the system will work as intended and make sure we have everything covered that is needed. Thank you!

Thanks,

Jason Kaminski
Senior Project Manager
Megen Construction Company, Inc.
Celebrating 25 years of Delivering Encore Construction Experiences



11130 Ashburn Road, Cincinnati, Ohio 45240
Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com

From: Sean Mondello <smondello@lakeerieelectric.com>
Sent: Thursday, February 4, 2021 2:24 PM
To: Jason Kaminski <jkaminski@megenconstruction.com>
Cc: kasey Flower <k.flower@structured-tech.us>
Subject: FW: Warren County Jail - Bulletin 23

Jason Kasey's breakout is below. As we discussed earlier I hope these guys understand that these cables go to different locations. I don't think they understand how we are installing.

Sean Mondello
Project Manager
Lake Erie Electric, Inc. – Dayton Office
360 Industrial Drive
Franklin, OH 45005
Phone: (937) 743-1220 x1038 Fax: (937) 743-1227
SMondello@LakeErieElectric.com

From: kasey Flower <k.flower@structured-tech.us>
Sent: Thursday, February 4, 2021 2:13 PM
To: Sean Mondello <smondello@lakeerieelectric.com>
Subject: Fw: Warren County Jail - Bulletin 23

Sean,

Our Home wave VVU break down break down is as follows;

230 hours x \$65.00 per Hr. = \$14,950.00

Materials

13800' of MOHAWK CMP-00423MWKS-6-0= \$17,984.16
92-ea Belden RV6MJKSME-S1 = \$1,110.44

Material total - 19,094.60
Labor total - 14,950.00
Total - 34,044.60
Credit (10,477.59)
Grand total \$23,567.01

Thanks,

Kasey Flower
Account Manager
Structured Technology
513-283-3227- C
859-727-6320- O

----- Forwarded Message -----

From: kasey Flower <k.flower@structured-tech.us>
To: Sean Mondello <smondello@lakeerieelectric.com>
Sent: Thursday, January 28, 2021, 02:11:12 PM EST
Subject: Re: Warren County Jail - Bulletin 23

Sean,

Here's the two requests that I owed you. I'm sure your going to want to discuss them.

Give me a ring to review.. thanks man!

Thanks,

Kasey Flower
Account Manager
Structured Technology

513-283-3227- C
859-727-6320- O

On Tuesday, January 26, 2021, 09:46:11 AM EST, Sean Mondello <smondello@lakeerieelectric.com> wrote:

Sean Mondello

Project Manager

Lake Erie Electric, Inc. – Dayton Office

360 Industrial Drive

Franklin, OH 45005

Phone: (937) 743-1220 x1038 Fax: (937) 743-1227

SMondello@LakeErieElectric.com

From: Kyle Rosinski <krosinski@grangerconstruction.com>
Sent: Monday, January 25, 2021 3:37 PM
To: Sean Mondello <smondello@lakeerieelectric.com>
Cc: jkaminski@megenconstruction.com; Mark Marlow <mmarlow@grangerconstruction.com>; Jeff Wegrzynowski <jwegrzynowski@grangerconstruction.com>
Subject: RE: Warren County Jail - Bulletin 23

Sean,

Per our conversation, after reviewing the bulletin #23 drawings we found (26) additional cables that should be deducted by comparing the base bid differences between the 200 & 300 series plans with the bulletin #23 plans.

Below are the rooms that cables that should have deducts

- D3-02 = (14)
 - o (30) currently shown & (44) previously shown between E302 & E202
- D3-11/D3-12 = (1)
 - o (6) currently shown & (7) previously shown between E301 & E202
- D1-05/D1-04/D1-03 = (1)
 - o (6) currently shown & (7) previously shown between E301 & E202
- E1-10 = (4)
 - o (8) currently shown & (12) previously shown between E301 & E202
- E2-01 = (4)
 - o (4) currently shown & (8) previously shown between E301 & E202
- E5-03 = (2)
 - o (4) currently shown & (6) previously shown between E301 & E202

Please feel free to contact us with any questions.

Respectfully,

Kyle Rosinski | Project Engineer

GRANGER|ADVANCE THE ART OF BUILDING

6267 Aurelius Road| Lansing, MI 48911-4230
m. 734.787.4391

grangerconstruction.com

From: Sean Mondello <smondello@lakeerielelectric.com>
Sent: Friday, January 22, 2021 4:37 PM
To: jkaminski@megenconstruction.com
Cc: Kyle Rosinski <krosinski@grangerconstruction.com>
Subject: Warren County Jail - Bulletin 23

Jason/Kyle see attached. All 3 prices are in the PDF broke out per just Bulletin 23, Radiant, and RJE. Let me know if you have any questions.

Sean Mondello

Project Manager

Lake Erie Electric, Inc. – Dayton Office

360 Industrial Drive

Franklin, OH 45005

Phone: (937) 743-1220 x1038 Fax: (937) 743-1227

SMondello@LakeErieElectric.com

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

Resolution

Number 21-0431

Adopted Date March 30, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/23/21 and 3/25/21 as attached hereto and made a part hereof.

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

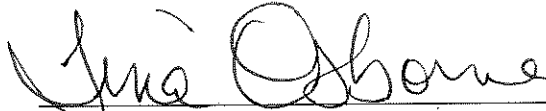
Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-0432

Adopted Date March 30, 2021

TRANSFER PERFORMANCE BOND TO A MAINTENANCE BOND FOR WILSON FARMS DEVELOPMENT, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS FOR WILSON FARMS, SECTION FIVE SITUATED IN FRANKLIN TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the transfer of the performance bond to a maintenance bond:

MAINTENANCE BOND

Bond Number	:	18-014 (P/S-M)
Development	:	Wilson Farms, Section Five
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Maintenance Amount	:	\$95,004.26
Surety Company	:	Great American Insurance Company (2556082)

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Wilson Farms Development, LLC, 2610 Crescentville Rd, West Chester, OH 45069
Great American Insurance Co., 301 E. 4th Street, Cincinnati, OH 45202
Engineer (file)
Bond Agreement file

Resolution

Number 21-0433

Adopted Date March 30, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH CROWN POINT DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE ESTATES AT CROWN POINT, SECTION 1 SITUATED IN CLEARCREEK 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	:	21-009 (P/S)
Development	:	The Estates at Crown Point, Section 1
Developer	:	Crown Point Development, LLC
Township	:	Clearcreek
Amount	:	\$47,078.14
Surety Company	:	Fifth Third Bank Cashier Check #34445953

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Bond Agreement file
Engineer (file)

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

**STREETS AND APPURTENANCES
INCLUDING SIDEWALKS**

Security Agreement No.

21-009 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between CROWN POINT DEVELOPMENT LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and N/A (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in THE ESTATES AT CROWN POINT Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in CLEARCREEK (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 163,067.60, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 36,213.95; 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 47,078.14 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 32,613.52 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:

CROWN POINT DEVELOPMENT LLC
10825 YANKEE ST
DAYTON, OH 45458
Ph. (937) 241 - 5345

D. To the Surety:

N/A

Ph. (_____) _____ - _____

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 #** 34445953)

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:

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

SIGNATURE: Daniel J Kahmann

PRINTED NAME: DANIEL J KAHMANN

TITLE: MANAGING MEMBER

DATE: 3/24/21

SURETY:

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

SIGNATURE: _____

PRINTED NAME: _____


TITLE: _____

DATE: _____

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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 21-0433, dated 3/30/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G. Young


TITLE: President

DATE: 3/30/21

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam M. Nica, 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



FIFTH THIRD BANK

CASHIER'S CHECK

March 24, 2021

73-119
421

34445950

Pay to the

Order of: WARREN COUNTY COMMISSIONERS***

\$*****47,078.14

Amount: FORTY SEVEN THOUSAND SEVENTY EIGHT 14/100 US DOLLARS

Drawn on: Fifth Third Bank
National Association

Transaction Number: 136398809
Cost Center: 0438

Memo: PERF SEC FOR ESTATES CROWN POINT
Purchased by: DANIEL J KAHMANN

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

Authorized Signature

⑈34445953⑈ ⑆042101190⑆ 0082510206⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

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

Resolution

Number 21-0434

Adopted Date March 30, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH CROWN POINT DEVELOPMENT LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE ESTATES AT CROWN POINT, SECTION 1 SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-008 (W/S)
Development	:	The Estates at Crown Point, Section 1
Developer	:	Crown Point Development, LLC
Township	:	Clearcreek
Amount	:	\$4,925
Surety Company	:	Fifth Third Bank Cashier's Check 34445947

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Crown Point Development, LLC, 10825 Yankee St, Dayton, OH 45458
OMB – J. Stilgenbauer & S. Spencer
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-008 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between CROWN POINT DEVELOPMENT LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in THE ESTATES AT CROWN POINT Subdivision, Section/~~Phase~~ 1 (3) (hereinafter the "Subdivision") situated in CLEARCREEK (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 49,250, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; 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 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 4,925.00 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:

CROWN POINT DEVELOPMENT LLC
10825 YANKEE ST
DAYTON OH 45458
Ph. (937) 241 - 5345

D. To the Surety:

Ph. (_____) _____ - _____

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 # 34445947)

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:

SURETY:

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

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

SIGNATURE: *Daniel J. Kahmann*

SIGNATURE: _____

PRINTED NAME: DANIEL J. KAHMANN

PRINTED NAME: _____

TITLE: MANAGING MEMBER

TITLE: _____


DATE: 3/23/21

DATE: _____

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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 21-0434, dated 3/30/21

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

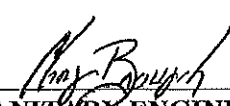
SIGNATURE: 

PRINTED NAME: David Young


TITLE: President

DATE: 3/30/21

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam M. Nica, 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



421

FIFTH THIRD BANK

CASHIER'S CHECK

March 24, 2021

Pay to the

Order of: WARREN COUNTY COMMISSIONERS***

\$*****4,925.00

Amount: FOUR THOUSAND NINE HUNDRED TWENTY FIVE 00/100 US DOLLARS


Drawn on: Fifth Third Bank
National Association

Transaction Number: 138398518
Cost Center: 0438

Memo: MAINT SEC FOR ESTATES CROWN POINT

Purchased by: DANIEL J KAHMANN

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.


Authorized Signature

⑈34445947⑈ ⑆042101190⑆ 0082510206⑈

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

Resolution

Number 21-0435

Adopted Date March 30, 2021

APPROVE VARIOUS RECORD PLATS

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

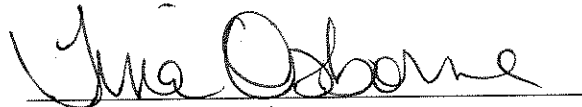
- The Estates at Crown Point, Section 1 – Clearcreek Township
- The Estates at Crown Point, Easement Plat – Clearcreek Township

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 21-0436

Adopted Date March 30, 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 February 2021:

\$ 25,670.47	from	#11011112 5997	(Operational Transfers)
	into	5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 863.92	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 20,782.96	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 1,050.90	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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 30th day of March 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 21-0437

Adopted Date March 30, 2021

APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that all of the projects in Fund 5575 are going to be financed fully or partially through sewer revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5575; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

\$888,742.53	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753385-AAREVENUE-5575-49000	(LLMWWTP Improv Projects)
\$166,525.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753386-AAREVENUE-5575-49000	(Sycamore Trails WWTP Upgrades)
\$500,000.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753390-AAREVENUE-5575-49000	(Fosters Lift Station Improvements)
\$175,500.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753391-AAREVENUE-5575-49000	(Carlisle LS Improv Phase II)

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Operational Transfer file
Water/Sewer (File)

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

Resolution

Number 21-0438

Adopted Date March 30, 2021

APPROVE OPERATING TRANSFER FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS FUND

WHEREAS, it has previously been determined that all of the projects in Fund 5583 are going to be financed fully or partially through Water Revenue Funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

Operational Transfer

\$3,000,000.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833208-AAREVENUE-5583-49000	(Water Softening Project)
\$112,470.16	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833213-AAREVENUE-5583-49000	(Township Line Rd Project)
\$303,605.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833218-AAREVENUE-5583-49000	(Socialville Main Trans Main Proj)
\$290,000.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833223-AAREVENUE-5583-49000	(2021 Well Redevelopment Project)

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Operational Transfer file
Water/Sewer (File)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0439

Adopted Date March 30, 2021

APPROVE OPERATIONAL TRANSFER AND SUPPLEMENTAL APPROPRIATION FOR
JAIL CONSTRUCTION SALES TAX FUND #4495

BE IT RESOLVED, to approve a Supplemental Appropriation is necessary to fully fund account
for the second half payment;

\$ 94,325.00 into #44953712-5997 (Commissioners – Operational Transfer)

BE IT FURTHER RESOLVED, to approve an operational transfer in order to process payment
for principal for the Jail Construction Bonds;

Operational Transfer

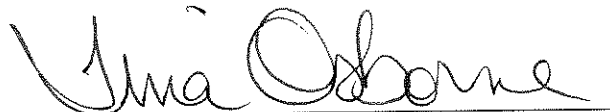
\$5,046,775.00 from #44953712-5997 (Commissioners – Operational Transfer)
into #3395-49000 (Distributions & Transfers)

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Operational Transfer file
OMB (file)

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

Resolution

Number 21-0440

Adopted Date March 30, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

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

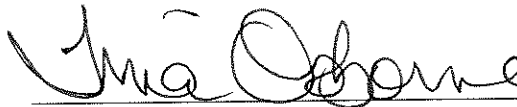
\$26,000.00 into 44953712-5320 (Capital Purchases)

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 30th day of March 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 21-0441

Adopted Date March 30, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS IN THE RID GREENS OF BUNNELL HILL FUND 3393

BE IT RESOLVED, to approve the following supplemental appropriations needed to process the 2021 debt payments for the Bunnell Hill & Lytle 5PTS Roundabout borrowing:

\$318,000.00 into 33933918-5512 (Principal)

\$25,641.00 into 33933918-5511 (Interest)

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Supplemental App. file

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

Resolution

Number 21-0442

Adopted Date March 30, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Court Services Fund #11011223 in order to process a vacation leave payout for Jenna Coulombe former employee of Court Services:

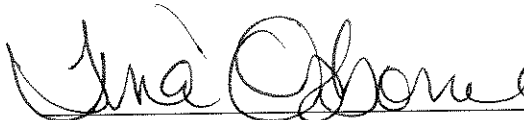
\$3,522.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Court Services - Vacation Leave Payout)

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0443

Adopted Date March 30, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #1101110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #1101110 into Juvenile Detention Center Fund #11012600 in order to process a vacation leave payout for Jessica Crane and Peyton Large former employees of Juvenile Detention Center:


\$1,561.00	from	#1101110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center - Vacation Leave Payout)

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

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

Resolution

Number 21-0444

Adopted Date March 30, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES OFFICE FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Office Fund #11012850 in order to process a vacation leave payout for Keith Fudge former employee of Emergency Services:

\$425.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(EMS Dispatch - Vacation Leave Payout)

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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Emergency Services (file)
OMB

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

Resolution

Number 21-0445

Adopted Date March 30, 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 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS




Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department	Vendor Name	Description	Amount
SHE	GANLEY CHEVROLET OF AURORA LLC	2021 TAHOE 4WD	\$ 76,121.60
SHE	STATEWIDE FORD LINCOLN	2021 FORD SPORT UTILITY VEHICLE POLICE SPECIAL	\$ 33,467.00
WAT	BOB ROSS AUTO GROUP	GMC SIERRA 2500 SUMMIT WHITE 4WD TRK#1565	\$ 31,297.00
WAT	GANLEY CHEVROLET OF AURORA LLC	2021 CHEVY SILVERADO 4WD WHITE TRK#1402	\$ 23,988.00
ENG	BURGESS & NIPLE INC	ENGINEERING SERVICES CONTRACT FOR TWO BRIDGES	\$ 125,284.00
FAC	FRED B DE BRA CO	CHILLER PREVENTIVE MAINTENANCE	\$ 25,000.00
FAC	FRED B DE BRA CO	BOILER PREVENTIVE MAINTENANCE	\$ 29,980.00
ENG	BARRETT PAVING MATERIALS INC	ENG. 2021 RESURFACING	\$ 2,760,701.31
BOC	IMPROVEDGE LLC	IMPROVEDGE DIRECTOR TRAINING	\$ 29,100.00

3/30/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 21-0446

Adopted Date March 30, 2021

GRANTING AN ACCESS PERMIT VARIANCE TO SPEEDWAY SUPERAMERICA LLC, OWNER OF RECORD, IN ORDER TO ACCESS 6562 MANCHESTER ROAD IN FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO

WHEREAS, on September 30, 2020, Speedway Super America LLC (the “Applicant”) filed a Request for Variance of Conditions Required for an Access Permit due to the denial on September 1, 2020 by the Warren County Engineer of the Applicant’s Access/Driveway Culvert Permit for access to 6562 Manchester Road (Parcel # 07-05-177-001-0, and a part of Parcel # 07-05-101-004-1) in Franklin Township Warren County, Ohio (the “subject property”); and,

WHEREAS, on October 6, 2020, this Board adopted Resolution # 20-1408 setting the matter for an administrative hearing (the “hearing”) on October 27, 2020, and, after notice had been published in the Journal - News Pulse of Lebanon and Mason newspaper on October 11, 2020 and written notice had been mailed on October 6, 2020, to the Applicant, Applicant’s Project Manager, CESO Engineering, the Franklin Township Board of Trustees, and the Warren County Engineer, the Board opened the hearing on October 27, 2020, and continued the hearing in progress to November 17, 2020, December 15, 2020, January 19, 2021, February 2, 2021, March 2, 2021, March 9, 2021, March 16, 2021, and again on March 30, 2021.

NOW THEREFORE BE IT RESOLVED, to make the following findings of fact and decision in this matter after a unanimous vote to close the hearing on March 30, 2021:

A. CONCLUSIONS OF FACT.

The hearing was convened on October 27, 2020 with Commissioner David G. Young, in his capacity as President of the Board presiding, and Commissioners Tom Grossmann and Shannon Jones participating. The hearing began with Commissioner Young requesting, and the Board’s Clerk, Tina Osborne, indicating that the Applicant was proceeding without a licensed attorney; identifying the resolution numbers and dates setting the hearing; and how and when the hearing had been advertised.

The hearing was recorded, and all witnesses swore or affirmed an oath prior to testifying. During the hearing, the Applicant was given a reasonable opportunity to present its position, arguments, and contentions. The Applicant was also given a reasonable opportunity to offer and examine witnesses, cross-examine witnesses, and present evidence in support of the Variance.

Prior to taking testimony from the Applicant or any Proponents and Opponents, Commissioner Young requested the County Engineer, or his designee, testify relating to the reasons why the County Engineer’s Office had denied the Access Permit dated July 27, 2020 to access the subject property. The Board heard sworn testimony from Assistant County Engineer

David Mick. Mr. Mick testified that an Access Permit Application had been filed in the County Engineer's Office by the Applicant requesting three (3) separate access points. One full access point on Riverview Drive located within the City of Middletown Corporation Limits, one on Dixie Highway (near the Dollar General Store), and one on Manchester Road where the current access point existed for Applicant's existing business. Mr. Mick further testified that the County Engineer denied the said Application on the grounds that: i) the requested access point on Dixie Highway at Riverview Drive was in the City of Middletown on which the County Engineer has no jurisdiction, ii) the requested access point on Dixie Highway had already obtained a variance in 2016 per County Commissioners Resolution 16-1423 as a limited access with Right-in/Right-out, and iii) the access point (that currently exists) on Manchester Road does not comply with the minimum spacing requirements of the Warren County Access Management Regulation, effective since March 20, 2006, because the proposed Manchester Road access is classified as a Medium Volume Driveway per Table 1 of the Access Management Regulations with a required spacing for a full access equal to the Stopping Sight Distance for 45 mph (360 LF) per Section 401.8.2(d) (and Table 1) though superseded by the additional requirement in Section 401.6 (and Figure 3) and the minimum full access drive spacing is 150 LF from the diverging taper of a turn lane. The diverging taper near the proposed Manchester Road access is located 280 LF from Dixie Highway and the required spacing under Section 401.6 is 430 LF. Proposed spacing was only 130 LF. Mr. Mick stated that the current business was grandfathered in as it was built prior to the existence of Access Management Regulations. He further stated that Applicant's business is expanding from 8 gas pumps to 20 and the store size is increasing from approximately 1000 sq. ft. to approximately 4600 sq. ft. which will cause a 4 to 5 times increase in business volume.

Mr. Mick further testified that the application filed with the County Commissions by Applicant in response to the denial of the access permit (being the subject of the administrative hearing) seeks a variance of the requirements under Section 401.8.2(d) (and Table 1), Section 401.6 (and Figure 3) of the Access Management Regulations. Mr. Mick testified to and submitted for admission into evidence a written Report by the County Engineer relating to the variance.

On behalf of the Applicant, Robert Matko, an engineer with CESO, Inc testified. Mr. Matko reviewed the traffic impact study that was submitted to the County Engineer and requested a full access onto Manchester Road. Additionally, Brad Gross of Applicant testified and requested a full access onto Manchester Road.

Commissioner Young suggested the hearing be continued to grant the Applicant time to contact the adjacent property owner about acquiring property that would allow a full access point on Manchester Road to be relocated a greater distance from the intersection. By motion, the Board voted to continue the hearing in progress.

After several requests for continuance by the Applicant and without any testimony be taken, the Board granted each continuance. Thereafter, the Board reconvened the hearing on January 19, 2021. Mr. Mick testified that the Applicant had submitted a revised access drawing

(without amending the Variance Request) after the Applicant successfully negotiated with the developer of the adjacent property to purchase several vacant residential lots to relocate a full access point on Manchester Road. Mr. Mick testified relative to his review of the revised access drawing and recommended approval of the variance request for a full access onto Manchester Road at the relocated point of access as shown on the revised access drawing subject to five (5) conditions. .

Upon discussion, the Applicant requested to continue the hearing in order for its legal counsel to review the five conditions, and an opportunity for Applicant to determine if the City of Middletown will allow a relocated private drive that will traverse the residential subdivision lots to relocate the full access onto Manchester Road further away from the intersection. The Board voted to continue the hearing in progress until February 2, 2021.

The Applicant's request to continue the February 2, 2021 meeting was granted by the Board and set for March 2, 2021 without taking testimony.

The hearing was reconvened on March 2, 2021 and testimony was heard from Mr. Mick concerning the list of five (5) conditions and that the Applicant objects to Conditions 1 and 2. The Board discussed adding language to Conditions 1 and 2 to provide a right to appeal to the Board when the County Engineer determines the objective criteria necessitating the access be restricted at a future date. The Board also heard testimony from Ryan Ingram as representative of Applicant. Mr. Ingram supported adding a right of appeal to Conditions 1 and 2. Mr. Mick further testified that Applicant had, by email dated February 23, 2021 and by revised drawing, modified their request for access along Manchester Road to include a limited right-in/right-out access point at approximately the same location as Applicant's current Manchester Road access for the existing business. This added limited right-in/right-out access point would be in addition to Applicant's request for a full access drive 280-Lin. Ft. west of Dixie Highway. Mr. Mick recommended against granting a limited right-in and right-out access at the current access point onto Manchester Road. The Board heard testimony again from Mr. Matko of CESO, relating to the Traffic Impact Study (TIS), and Mr. Ingram, to support that the full access on Manchester Road should not be restricted in the future regardless of whether a traffic light is installed in the future at Riverview Avenue and Dixie Highway. The Board discussed the timing of Applicant exercising its right of appeal. After some discussion, it was agreed upon by the Board that the County Engineer's Office and Applicant would continue their attempt to come to an agreement on the language of the conditions. The Board also advised the Applicant during the hearing that it would not support the added limited access point with a Right-in/Right-out onto Manchester Road in addition to the full access Point. (On March 4, 2021, the Applicant notified the County Engineer in writing that the request for this additional limited access point was being withdrawn.) The Board voted to continue the hearing in progress until March 9, 2021.

After two additional requests for a continuance at by the Applicant and without taking testimony, the Board granted both continuances. Thereafter, the hearing was reconvened on March 30, 2021. Mr. Mick presented a revised list of five (5) recommended conditions that the

County's Engineer's Office, Prosecutor's Office, the Applicant and its legal counsel had negotiated relating to the relocated full access onto Manchester Road.

Ryan Ingram, representative of the Applicant, testified that the Applicant agrees to the five (5) conditions negotiated by the parties in order to obtain a variance for proposed relocated full access point onto Manchester Road.

B. DECISION.

After voting unanimously to close the hearing on March 30, 2021, and applying the applicable law, including without limitation the factors in Section 601.4, et seq. of the Access Management Regulations, to the testimony and evidence presented during the hearing, the Board voted unanimously to grant the variance thereby allowing the County Engineer to issue an Access Permit for a full access point onto Manchester Road as shown on Drawing Sheet C-3 subject to the following conditions:

1. The Warren County Engineer reserves the right to alter access to Access A by blocking either or both of the left in or left out movements if the County Engineer determines that continuing a full Access A would endanger public safety. For purposes of this condition of approval, "endangering public safety" shall mean: if the accidents attributable to Access A (Manchester Road) over a three-year period, the accidents weighted by crash severity using the American Association of State Highway Transportation Officials (AASHTO) Highway Safety Manual Current Edition relative crash severity index(es), is at least 150% or more than the average weighted accident rates observed at other gas and convenience store access points in Warren County. In the event the County Engineer makes such determination, he shall notify the current owner (as determined by County deed records) by certified mail to the owner's tax mailing address, with a return receipt requested, of such determination with traffic data showing that the above criteria for alteration has been met. The owner shall have thirty (30) days from receipt of such notice to appeal the County Engineer's determination to the Warren County Board of County Commissioners who shall conduct a quasi-judicial administrative hearing to either uphold or overturn the County Engineer's determination based on criteria in the AASHTO Highway Safety Manual Current Edition for evaluating severity of crashes and appropriate countermeasures.
2. In the event a traffic signal is warranted under OMUTCD standards and constructed at a future date at the Dixie Hwy/Riverview Avenue intersection, and if the left out movement from Access A (Manchester Road) is still a permitted movement at the time such traffic signal becomes operational, the County Engineer may order a Traffic Impact Study to evaluate Access A, and based on the results of the Traffic Impact Study may, in his or her

discretion, send notice to the Owner that it must eliminate the left out movement at Access A due to queuing concerns at the Owner's expense within 3 months. If Owner appeals this notice, Owner's 3-month timeframe will begin once it receives a decision from the Board of County Commissioners. The County Engineer shall notify the current owner of the property (as determined by County deed records) by certified mail at the owner's tax mailing address with a return receipt requested. Upon request from the Owner, the County shall provide the Owner with information regarding why the traffic signal is being constructed, including by not limited to the OMUTCD standards that have been met, as well as information regarding why the left out movement at Access A is being eliminated. The Owner shall have thirty (30) days from receipt of such notice to appeal the County Engineer's order regarding the modification of Access A to the Warren County Board of County Commissioners who shall conduct a quasi-judicial administrative hearing to uphold or overturn the County Engineer's determination to modify Access A. The pendency of this appeal shall stay Owner's 3 month timeframe by which it must alter Access A. The County Board of Commissioners shall then evaluate and either uphold or overturn the Owner's requirement to modify Access A based on the following criteria: i) 95% queue lengths in the eastbound Manchester Road lanes at the Manchester Road/Dixie Highway intersection are all less than 185-Lin Ft measured from the stop bar with delays balanced at the signalized intersection, and ii) the Applicant can demonstrate that there is an equal or greater benefit to the public by maintaining the left-out movement at Manchester Road onto eastbound Manchester Road when considering potential benefits to safety and traffic progression along and near the Applicant's Manchester Road, Dixie Highway and Riverview Avenue frontages in aggregate.

3. The Applicant will construct improvements needed to mitigate their development impacts as identified in the Applicant's traffic impact study and other improvements identified on the Applicant's site plan when submitted and approved by the County Engineer. Anticipated improvements include modifying the roadways as needed for a left and right turn lane into Access A (Manchester Road 280-Lin Ft west of Dixie Hwy) and a left turn lane northbound on Dixie Highway at Manchester Road.
4. The Applicant anticipates that their proposed Riverview Avenue access point is or will be approved by the City of Middletown without restrictions. Closing or restricting the Riverview Avenue access at any time will constitute a significant change in use and require that the Applicant submit a reapplication for their Manchester Road and Dixie Highway access points unless this Condition is specifically waived by the Warren County Engineer at the time of reapplication.

5. The Dixie Highway improvements proposed to be constructed by the Sawyer Mill Subdivision developer must be completed prior to opening day of the Applicant's Speedway redevelopment.

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

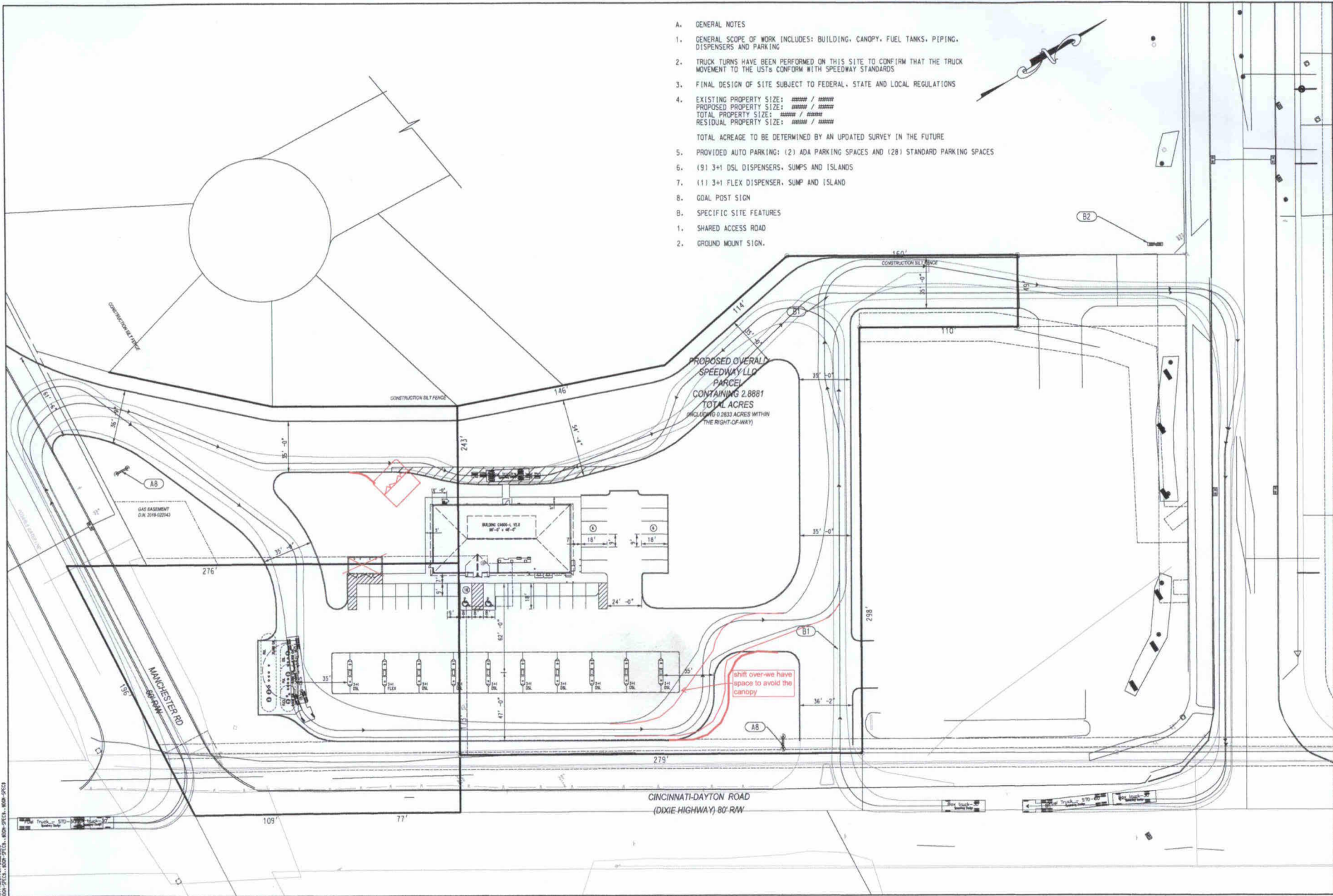
Resolution adopted this 30th day of March 2021.

BOARD OF COUNTY COMMISSIONERS


A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Engineer (file)
Public Hearing file
Applicant



- A. GENERAL NOTES
1. GENERAL SCOPE OF WORK INCLUDES: BUILDING, CANOPY, FUEL TANKS, PIPING, DISPENSERS AND PARKING
 2. TRUCK TURNS HAVE BEEN PERFORMED ON THIS SITE TO CONFIRM THAT THE TRUCK MOVEMENT TO THE US² CONFORM WITH SPEEDWAY STANDARDS
 3. FINAL DESIGN OF SITE SUBJECT TO FEDERAL, STATE AND LOCAL REGULATIONS
 4. EXISTING PROPERTY SIZE: ~~XXXXXX~~ / ~~XXXXXX~~
 PROPOSED PROPERTY SIZE: ~~XXXXXX~~ / ~~XXXXXX~~
 TOTAL PROPERTY SIZE: ~~XXXXXX~~ / ~~XXXXXX~~
 RESIDUAL PROPERTY SIZE: ~~XXXXXX~~ / ~~XXXXXX~~
 TOTAL ACREAGE TO BE DETERMINED BY AN UPDATED SURVEY IN THE FUTURE
 5. PROVIDED AUTO PARKING: (2) ADA PARKING SPACES AND (28) STANDARD PARKING SPACES
 6. (9) 3+1 DSL DISPENSERS, SUMPS AND ISLANDS
 7. (1) 3+1 FLEX DISPENSER, SUMP AND ISLAND
 8. GDM POST SIGN
- B. SPECIFIC SITE FEATURES
1. SHARED ACCESS ROAD
 2. GROUND MOUNT SIGN.



Prepared by:
 Speedway and Construction Dept.
 Elyria, OH 44023

NO.	REVISIONS	DATE
1	ISSUED FOR PERMIT	02/19/2021
2	ISSUED FOR PERMIT	02/19/2021
3	ISSUED FOR PERMIT	02/19/2021
4	ISSUED FOR PERMIT	02/19/2021
5	ISSUED FOR PERMIT	02/19/2021

The drawings are the property of Speedway and Construction Dept. No part of these drawings may be reproduced without the written consent of Speedway.

CONCEPTUAL PLAN
REBUILD

6882 MANCHESTER ROAD
 WARREN COUNTY
 MIDDLETOWN, OH

OWNER OR SUBMITTER	00063336
VERSION OR PROJECT ID	80827
SCALE	1" = 30'-0"
DESIGNER	C. FROST
DATE	02/19/2021
PARCEL	L. BRIDGES
DATE	02/19/2021
DESIGNER	M. SMITH
DATE	02/19/2021
DRAWING NO.	C-3