

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1197

Adopted Date September 07, 2021

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


BE IT RESOLVED, to hire Stephanie Powell, as 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 2, \$14.47 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective September 27, 2021, subject to a negative background check, drug screen and check and a 365-day probationary period.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
S. Davis' Personnel file  
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1198

Adopted Date September 07, 2021

HIRE TONI FREDERICK AS PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Toni Frederick as Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$21.59 per hour, under the Warren County Job and Family Services compensation plan, effective September 27, 2021, subject a negative background check, drug screen and a 365-day probationary period.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
T. Frederick's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1199

Adopted Date September 07, 2021

HIRE KALENA KEMP AS CASHIER RECEPTIONIST, WITHIN THE BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Kalena Kemp as Cashier Receptionist within the Warren County Building and Zoning Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #12, \$14.71 per hour, effective September 13, 2021, subject to a negative drug screen, background check and a 365-day probationary period.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Building/Zoning (file)  
K. Kemp's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1200

Adopted Date September 07, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO DAVID SAUER WITHIN  
THE DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for David Sauer;  
and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for  
David Sauer for an illness not to exceed twelve (12) weeks; pending further documentation from  
Mr. Sauer's physician.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Emergency Services (file)  
D. Sauer's FMLA file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1201

Adopted Date September 07, 2021

ACCEPT RESIGNATION OF MICHAEL STERN, SUPERVISOR, WITHIN OHIOMEANSJOBS  
WARREN COUNTY, EFFECTIVE SEPTEMBER 17, 2021

BE IT RESOLVED, to accept the resignation, of Michael Stern, Supervisor, within  
OhioMeansJobs Warren County effective September 17, 2021.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: OhioMeansJobs (file)  
M. Stern's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1202

Adopted Date September 07, 2021

AUTHORIZE THE POSTING FOR "SUPERVISOR" WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Supervisor" position within OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Supervisor" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 8, 2021.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)  
OMB Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1203

Adopted Date September 07, 2021

APPROVE RECLASSIFICATION OF ELIZABETH KAUFMAN FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Elizabeth Kaufman has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Elizabeth Kaufman to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 12, 2020, and

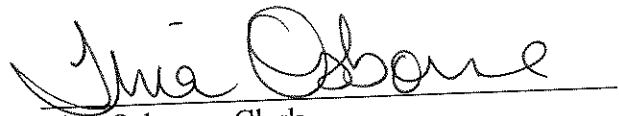
BE IT FURTHER RESOLVED, Ms. Kaufman will receive the typical three percent increase upon completion of her year probation in February 2022.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
E. Kaufman's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1204

Adopted Date September 07, 2021

APPROVE RECLASSIFICATION OF BAILEY COBB FROM ALTERATIVE RESPONSE SERVICES CASEWORKER I TO ALTERNATIVE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Cobb has completed the required CORE training for the Alternative response Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Bailey Cobb to the position of Alternative Response Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 11, 2021, and

BE IT FURTHER RESOLVED, Ms. Cobb will receive the typical three percent increase upon completion of her year probation in February 2022.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
B. Cobb's Personnel file  
OMB – Sue Spencer



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1205

Adopted Date September 07, 2021

ACCEPT RESIGNATION OF CHRISTIAN JENT, CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 8, 2021


BE IT RESOLVED, to accept the resignation of Christian Jent, Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, effective September 8, 2021.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
C. Jent's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1206

Adopted Date September 07, 2021

AMEND RESOLUTION #21-1165, APPROVING THE HIRE OF DUSTY JOHNSON, AS BUILDING ELECTRICAL INSPECTOR I WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, pursuant to Resolution #21-1165, adopted August 24, 2021, Mr. Johnson was hired as with an effective start date of September 13, 2021; and

WHEREAS, Mr. Johnson and the department have requested to revise Mr. Johnson's start date to September 7, 2021; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #21-1165, adopted August 24, 2021, to reflect the revised hire date of September 7, 2021.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Building/Zoning (file)  
D. Johnson's Personnel file  
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1207

Adopted Date September 07, 2021

ACCEPT RESIGNATION OF CHRIS ROSE, SEWER COLLECTION WORKER II, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE SEPTEMBER 3, 2021


BE IT RESOLVED, to accept the resignation of Chris Rose, Sewer Collection Worker II, within the Warren County Water and Sewer Department, effective September 3, 2021.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

- cc: Water/Sewer (file)  
C. Rose's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1208

Adopted Date September 07, 2021

AUTHORIZE THE POSTING OF THE "SEWER COLLECTIONS WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Sewer Collections Worker I or II" position within the Water and Sewer Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Sewer Collections Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 31, 2021.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)  
S. Spencer – OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1209

Adopted Date September 07, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
SEPTEMBER 9, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
September 9, 2021.

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

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

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners' file  
Press

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1210

Adopted Date September 07, 2021

## AWARD THE BID TO LENCO ARMORED VEHICLES FOR THE WARREN COUNTY SHERIFF'S OFFICE ARMORED SWAT VEHICLE

WHEREAS, bids were closed at 10:00 a.m., August 30, 2021, and the bids received were opened and read aloud for the Warren County Sheriff's Office Armored SWAT Vehicle and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chief Deputy Barry Riley, Lenco Armored Vehicles, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sheriff's Office, that it is the intent of this Board to award the bid to Lenco Armored Vehicles, 10 Betnr Industrial Drive Pittsfield, MA 01201, for a total bid price of \$320,323.10; and

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

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Sheriff (file)  
OMB Bid file

# Resolution

Number 21-1211

Adopted Date September 07, 2021

APPROVE AND ENTER INTO CONSTRUCTION MONITORING AND FLAGGING AGREEMENT WITH RAILPROS FIELD SERVICES, INC. FOR THE DISCHARGE LINE OF THE WATER SOFTENING PROJECT IN FRANKLIN AREA PUBLIC WATER SYSTEM

WHEREAS, the Board of County Commissioners of Warren County, Ohio recognizing the need for improvements to the County's water treatment facilities to provide additional capacity, improved water quality, and an increased level of service in the form of softened water to its customers, directed the Warren County Water and Sewer Department to hire AECOM on May 29, 2018, through Resolution 18-0872, to design said improvements; and

WHEREAS, the design recommends necessary construction for the softening discharge lines within the Public Right of Way with Norfolk Southern Railway Company; and

WHEREAS Norfolk Southern Railway Company contracts with RailPros Field Services, Inc. to perform construction monitoring and flagging; and

NOW THEREFORE BE IT RESOLVED, to enter into a Construction Monitoring and Flagging Agreement with RailPros Field Services, Inc., located in the City of Franklin, as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

CAW

cc: c/a – RailPros Field Services Inc.  
Water/Sewer (file)

**RailPros Field Services, Inc.**

**Construction Monitoring and Flagging Agreement**

**THIS AGREEMENT** ("Agreement") is made and entered into as of Jul 01, 2021 by and between **WARREN COUNTY COMMISSIONERS** ("Company"), located at 406 Justice Drive, Lebanon, Ohio, 45036 and RailPros Field Services, Inc. ("RPFS"), located at 1320 Greenway Dr., STE 490, Irving, TX 75038-2690. RPFS is a consultant to Norfolk Southern Railway ("NS").

Whereas, Company has been granted permission by NS for use of its right of way or property for the installation, construction, maintenance, operation and removal of certain facilities that cross or encroach upon NS right of way or property, trackage, or other facilities through license agreements, referred to as Activity Number: 1277361 (the "Project").

Whereas, NS may require the Company to utilize one or more services of RPFS to 1) monitor the installation, construction and/or maintenance activities and communicate with NS regarding the status of the work and any issues that arise that may impact NS or not meet NS executed agreement(s) 2) perform railroad flagging services.

**A. Services**

1. **Construction Monitoring.** The Company is required to use the services of RPFS to observe the work being performed on the Project by Company and its contractors and to communicate with NS regarding issues that may arise during the Project. RPFS services do not include supervision or direction of the means, methods, or actual work of Company or its contractors.

2. **Flagging.** The Company is required to utilize the services of RPFS to perform railroad flagging services in accordance with NS work orders and with RPFS staff qualified under the NS rules where the Project is located.

**B. RPFS Non-Responsibility**

1. The presence of RPFS monitors and/or flaggers on site will not relieve Company of its responsibilities to comply with the terms and conditions of the applicable NS license or permit and approved design specifications. RPFS will not be responsible for job or site safety or security of the Project.

2. RPFS shall not be responsible for delays caused by Company's failure to furnish necessary information promptly as requested, or for delays resulting from faulty equipment or late, slow, or faulty performance by Company, other contractors or sub-consultants of Company, or government agencies whose performance of work is precedent to or concurrent with the performance of RPFS monitoring of Company's work.

3. RPFS shall not be responsible for damages due to any delays in the performance of the work for any reason other than for RPFS negligence or misconduct. RPFS shall be entitled to additional compensation at the same rates described in Appendix 1 for any delay which is not due to RPFS or its contractors, employees, or agents' acts or omissions. Any such adjustments to the Project duration and compensation shall be put in writing in the form of an invoice issued to Company upon determination of same.

**C. Company Responsibilities**

1. In accordance with generally accepted construction practices, Company will be solely responsible for working conditions on the job site, including security and safety of all persons and property during the Project, and compliance with NS safety requirements, local safety requirements and Occupational Safety and Health Administration (OSHA) regulations. This requirement shall apply continuously and not be limited to normal working hours.

2. Wherein the Project site is determined by Company to be unworkable due to inclement weather conditions, the Company must notify RPFS on-site field representative as soon as practicable of any such delays.

**D. Compensation**

1. Company agrees to pay RPFS according to the rates stated in Appendix "1" attached hereto for the duration of the Project. Company shall pay RPFS within thirty (30) calendar days of the date of RPFS invoices, which will be based



on the value of the services completed during each calendar month. Invoices unpaid in excess of thirty (30) calendar days will be past due and will incur a late fee of 1 1/2 % of the outstanding balance for each month or portion thereof that the invoice is past due. RPFS shall be paid regardless of payment status between Company and any other party, and Company's failure to timely pay RPFS invoices when due is a material breach of this Agreement.

2. RPFS has the right to invoice for fees (a minimum of \$1,500.00) to cover necessary costs whenever a Project is terminated or delayed by the owner, applicant or agent without four (4) days advanced notice; when the Company requests expedited mobilization of services; or when the Project is installed in absence of RPFS Construction Monitoring services when required by NS.

**E. Commencement Date and Term of Services**

1. RPFS services will begin upon acceptance of this Agreement by Company and shall continue through construction of the Project and NS property has been returned to the condition prior to the Company Project.

2. This Agreement has been executed by the authorized representatives of the parties and is intended to create a binding contractual relationship.

3. This Agreement shall take precedence over other documents, purchase orders, work orders that may be issued and/or signed after this Agreement. In no event, shall the terms and conditions in any RPFS or Company purchase order, work order, or similar document issued after the signing of this Agreement govern over this Agreement.

4. The terms of this Agreement shall automatically renew each year unless either party has terminated the agreement as per the Standard Provisions. RPFS reserves the right to modify the agreement terms at any time by written instrument to the Company. Agreement modifications will not take effect until such time any current projects with the Company are finished and a signed copy of the modified written instrument is returned by the Company to RPFS. RPFS reserves the right to not begin any new projects until a signed copy of the written instrument is returned.

**F. Standard Provisions of RPFS Construction Monitoring and Flagging Agreement**

The Standard Provisions of RPFS Construction Monitoring and Flagging Agreement for attached hereto as Exhibit A shall apply to the services provided under this Agreement.

**RAILPROS FIELD SERVICES, INC.**

By: \_\_\_\_\_  
[Authorized Representative]

By: \_\_\_\_\_  
[Print Name]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WARREN COUNTY COMMISSIONERS**

By: [Signature]

By: Tom E. Grossmann  
[Print Name]

Title: Vice-President

Date: 9.7.21

**APPROVED AS TO FORM**

[Signature]  
**Adam M. Nice**  
Asst. Prosecuting Attorney

on the value of the services completed during each calendar month. Invoices unpaid in excess of thirty (30) calendar days will be past due and will incur a late fee of 1 1/2 % of the outstanding balance for each month or portion thereof that the invoice is past due. RPFS shall be paid regardless of payment status between Company and any other party, and Company's failure to timely pay RPFS invoices when due is a material breach of this Agreement.

2. RPFS has the right to invoice for fees (a minimum of \$1,500.00) to cover necessary costs whenever a Project is terminated or delayed by the owner, applicant or agent without four (4) days advanced notice; when the Company requests expedited mobilization of services; or when the Project is installed in absence of RPFS Construction Monitoring services when required by NS.

**E. Commencement Date and Term of Services**

1. RPSF services will begin upon acceptance of this Agreement by Company and shall continue through construction of the Project and NS property has been returned to the condition prior to the Company Project.

2. This Agreement has been executed by the authorized representatives of the parties and is intended to create a binding contractual relationship.

3. This Agreement shall take precedence over other documents, purchase orders, work orders that may be issued and/or signed after this Agreement. In no event, shall the terms and conditions in any RPFS or Company purchase order, work order, or similar document issued after the signing of this Agreement govern over this Agreement.

4. The terms of this Agreement shall automatically renew each year unless either party has terminated the agreement as per the Standard Provisions. RPFS reserves the right to modify the agreement terms at any time by written instrument to the Company. Agreement modifications will not take effect until such time any current projects with the Company are finished and a signed copy of the modified written instrument is returned by the Company to RPFS. RPFS reserves the right to not begin any new projects until a signed copy of the written instrument is returned.

**F. Standard Provisions of RPFS Construction Monitoring and Flagging Agreement**

The Standard Provisions of RPFS Construction Monitoring and Flagging Agreement for attached hereto as Exhibit A shall apply to the services provided under this Agreement.

**RAILPROS FIELD SERVICES, INC.**

By: \_\_\_\_\_  
[Authorized Representative]

By: \_\_\_\_\_  
[Print Name]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WARREN COUNTY COMMISSIONERS**

By: \_\_\_\_\_

By: Shannon Jones  
[Print Name]

Title: Member

Date: 9.7.21

**APPROVED AS TO FORM**

Adam M. Nice

Adam M. Nice  
Asst. Prosecuting Attorney

**EXHIBIT A**  
**STANDARD PROVISIONS OF RPFS**  
**CONSTRUCTION MONITORING AND FLAGGING AGREEMENT**

The Company and RailPros Field Services, Inc. ("RPFS"), agree that the following provisions shall be part of this Agreement.

1. The Company shall designate an individual with authority to act on behalf of the Company with respect to the Project and shall give prompt written notice to RPFS if the Company becomes aware of any problems with the Project and shall otherwise fully cooperate as may be required or appropriate in connection with the Project.
2. RPFS services shall be performed in a manner consistent with that degree of skill and care typically exercised by similar professionals performing similar services under the same or similar circumstances and conditions. RPFS makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.
3. In no event, shall any statute of limitations commence to run any later than the date when RPFS services are substantially completed and any cause of action against RPFS arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when RPFS services are substantially completed.
4. In no event, shall RPFS be liable for consequential damages, including lost profits, loss of investment or other incidental damages.
5. Compensation payable to RPFS pursuant to this Agreement shall be in addition to taxes (except income taxes) that may be assessed against RPFS by any state or political subdivision directly on services performed or payments for services performed by RPFS. Such taxes that RPFS may be required to collect or pay shall be added by RPFS to invoices submitted to the Company pursuant to this Agreement.
6. This Agreement may be terminated by either Company or RPFS upon thirty (30) days written notice for any or no reason. Either party may terminate this Agreement upon three days' notice in the event of a material breach of the Agreement by the other party. Company expressly agrees to hold RPFS harmless from any liability arising out of RPFS termination of its services hereunder. In the event of termination of this Agreement, Company shall promptly pay RPFS for all of the services performed by RPFS prior to the termination of the Agreement. All fees paid are deemed earned.
7. Neither the Company nor RPFS shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Company and NS and no benefit is meant to be conferred upon any other person or entity, and no such person or entity should rely upon RPFS performance of its services to the Company; and, no claim against RPFS shall accrue to any contractor, subcontractor, owner, officer, director, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, or any other third-party as a result of this Agreement or the performance or non-performance of services on this Project.
8. Unless otherwise provided by specific agreement, RPFS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances at the Project site.
9. The Company agrees to indemnify and hold RPFS harmless to the same extent the Company agreed to indemnify and hold NS harmless in its agreement with NS regarding this Project. If the Company lists NS as an additional insured on its insurance policy, the Company also agrees to similarly list RPFS as an additional insured on its insurance policy as well.
10. To the extent any damage or claim is covered by insurance during performance of this Agreement, the Company and RPFS waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Company or RPFS, as applicable, shall require of the contractors, consultants, agents and employees of any of

them similar waivers in favor of the other parties enumerated herein.

11. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation prior to the commencement of any legal or arbitration proceeding as a condition precedent to the right to recover attorney fees in any proceeding. The mediator shall be jointly selected by the Company and RPFS. The mediator's fees shall be shared equally and shall be held at the location selected by the mediator.

12. Equal Opportunity. RPFS shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

14. This Agreement is the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all previous agreements, negotiations or understandings, written or oral, between the Parties. The parties hereto declare and represent that no promises, inducements, representations, warranties or other agreements, whether express or implied, not contained herein, have been made, and further declare and represent that they have not executed this Agreement in reliance upon any such promise, inducement, representation, warranty or other agreement not contained herein.

15. This Agreement may only be modified, amended or supplemented in a writing executed by the Parties hereto.

16. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver, consent or excuse is in writing, and signed by the Parties hereto. A waiver by a Party hereto of any breach or default by the other Party to this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach or default hereunder by the other Party.

17. In case any one or more of the provisions in this Agreement should be declared by a court, arbitrator, or governmental agency or department to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Each Party is or had an opportunity to be represented by counsel and made a full and independent investigation of the matters contained herein and is only entering into this Agreement based on the Party's full satisfaction of the results of any investigation and arm's length negotiations. This Agreement will be deemed to have been jointly and equally drafted by the Parties.

19. Time is of the essence in the performance of the terms and conditions of this Agreement.

20. In the event of any legal, equitable or alternative dispute resolution proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to its reasonable legal fees and costs.

**APPENDIX 1**

**Compensation**

**Flagging:**

RPFS shall provide on-site staff (Flagger or Employee in Charge or Watchman or Supervisor) and shall be compensated as follows:

Rate Category	Description	Rates
Flagman Daily Rate	Minimum billable charge for up to 8-hours straight time	\$1,200/day
Overtime Rate	Hourly rate payable for all hours over 8-hours	\$162/hour
Alternate/Weekend Daily Rate	Minimum billable charge for up to 8-hours - Saturday, Sunday, Holidays and any 2nd or 3rd shift assignments	\$1,339/day
Alternate/Weekend Overtime Rate	Hourly rate payable for all hours over 8-hours - Saturday, Sunday, Holidays and any 2nd or 3rd shift assignments	\$181/hour

**Construction Monitoring:**

RPFS shall provide on-site staff (Construction Monitor) and shall be compensated as follows:

Rate Category	Description	Rates
Mobilization Fee	Travel and administrative costs. Multiple mobilization fees will be charged if the Project is delayed or cannot be constructed in consecutive days	\$1,000/Project
Monitor Daily Rate	Minimum billable charge for up to 8-hours straight time	\$1,500/day
Overtime Rate	Hourly rate payable for all hours over 8-hours	\$205/hour
Alternate/Weekend Daily Rate	Minimum billable charge for up to 8-hours - Saturday, Sunday, Holidays and any 2nd or 3rd shift assignments	\$1,640/day
Alternate/Weekend Overtime Rate	Hourly rate payable for all hours over 8-hours - Saturday, Sunday, Holidays and any 2nd or 3rd shift assignments	\$205/hour

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1212

Adopted Date September 07, 2021

AUTHORIZE THE VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH ABUSE AND RAPE CRISES SHELTER RELATIVE TO THE FY19 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM-CV – AMENDMENT #2


BE IT RESOLVED, to authorize the Vice President of this Board to enter into a Cooperation Agreement with Abuse and Rape Crises Shelter relative to the FY 2019 Community Development Block Grant Entitlement Program – CV – Amendment #2, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a – Abuse and Rape Crises Shelter  
OGA (File)  
ARCS

**CDBG COOPERATION AGREEMENT  
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 7 day of September, 2021, by and between the Abuse & Rape Crisis Shelter of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 7 day of September, 2021 (hereinafter referred to as "ARCS"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. \_\_\_\_\_, adopted by its Board of County Commissioners on the 7 day of September, 2021 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the ARCS for calendar year 2021, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2019 Community Development Block Grant (CDBG) Entitlement Program - Covid Response - Amendment 2; and

WHEREAS, ARCS has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

**I. PERMISSION TO CARRY OUT PROJECT**

ARCS grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

**II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY**

Upon commencement of a substantial portion of the project improvements, ARCS shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by ARCS throughout the course of this CDBG Program as well as after Project completion.

### III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$67,643.00 of their allocation from the FY 2019 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to ARCS by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) ARCS shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, ARCS and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by ARCS.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by ARCS;



- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by ARCS.

#### **IV. REMAINING FUNDS**

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2019 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for ARCS.

#### **V. CONTINUED OWNERSHIP AND MAINTENANCE**

ARCS agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

#### **VI. DISCRIMINATION PROHIBITED**

ARCS agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. ARCS shall also cooperate with the County in providing records of program beneficiaries, when necessary.

#### **VII. RELEASE FROM LIABILITY**

ARCS shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

#### **VIII PROJECT REPRESENTATIVES**

The County and ARCS shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the

- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of ARCS to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

**X. OTHER LAWS AND REGULATIONS**

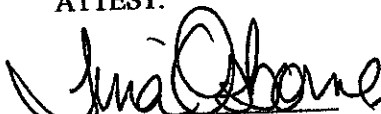
Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, ARCS agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

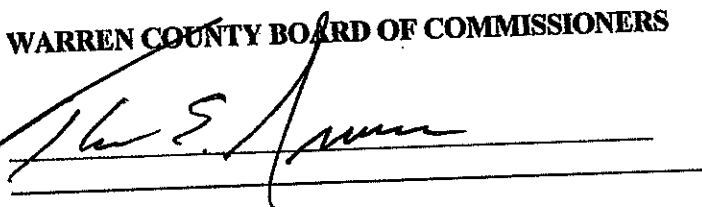
ARCS hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of ARCS's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, ARCS and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

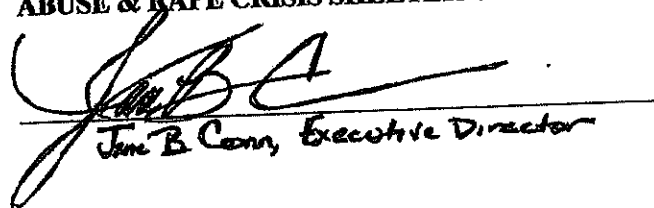
  
Tina Osborne, Clerk



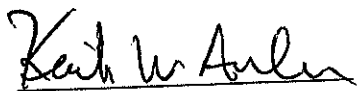
ATTEST:

ABUSE & RAPE CRISIS SHELTER OF WARREN COUNTY

\_\_\_\_\_

  
Jim B. Conn, Executive Director

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1213

Adopted Date September 07, 2021

AUTHORIZE THE VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH WARREN COUNTY COMMUNITY SERVICES RELATIVE TO THE FY19 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM-CV – AMENDMENT #2


BE IT RESOLVED, to authorize the Vice President of this Board to enter into a Cooperation Agreement with the Warren County Community Services relative to the FY 2019 Community Development Block Grant Entitlement Program – CV – Amendment #2, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a – Warren County Community Services  
OGA (File)  
Warren County Community Services

**CDBG COOPERATION AGREEMENT  
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 10 day of August, 2021, by and between the Warren County Community Services, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 9<sup>th</sup> day of August, 2021 (hereinafter referred to as "WCCS"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. \_\_\_\_\_, adopted by its Board of County Commissioners on the 7 day of September, 2021 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the WCCS for calendar year 2021, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2019 Community Development Block Grant (CDBG) Entitlement Program - Covid Response – Amendment 2; and

WHEREAS, Warren County Community Services has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

**I. PERMISSION TO CARRY OUT PROJECT**

WCCS grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

**II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY**

Upon commencement of a substantial portion of the project improvements, WCCS shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by WCCS throughout the course of this CDBG Program as well as after Project completion.

### III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$63,134 of their allocation from the FY 2019 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to WCCS by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) WCCS shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, WCCS and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by WCCS.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by WCCS;

- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by WCCS.

#### **IV. REMAINING FUNDS**

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2019 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for WCCS.

#### **V. CONTINUED OWNERSHIP AND MAINTENANCE**

WCCS agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

#### **VI. DISCRIMINATION PROHIBITED**

WCCS agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. WCCS shall also cooperate with the County in providing records of program beneficiaries, when necessary.

#### **VII. RELEASE FROM LIABILITY**

WCCS shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

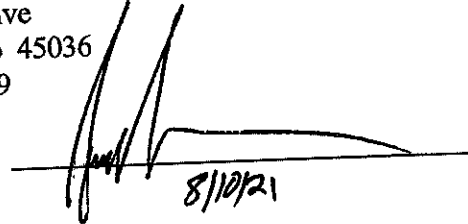
#### **VIII PROJECT REPRESENTATIVES**

The County and WCCS shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the

Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager  
Warren County Office of Grants Administration  
406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1259

Warren County Community Services:



#### **IX. WARREN COUNTY COMMUNITY SERVICES PARTICIPATION**

WCCS, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and WCCS, the County shall have final authority in project administration.

WCCS Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting WCCS's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar


efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of WCCS to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

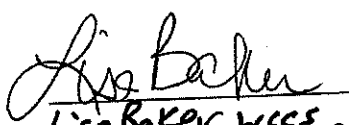
**X. OTHER LAWS AND REGULATIONS**

Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, WCCS agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

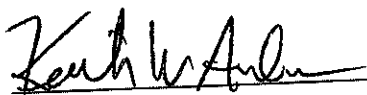
WCCS hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of WCCS's failure to follow said CDBG Program regulations and local, state and federal laws.

**IN WITNESS WHEREOF**, WCCS and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST: **WARREN COUNTY BOARD OF COMMISSIONERS**  
  
Tina Osborne, Clerk

ATTEST: **WARREN COUNTY COMMUNITY SERVICES**  
  
Lisa Baker, WCCS  
Notary Public

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1214

Adopted Date September 07, 2021

AUTHORIZE THE VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH LEBANON FOOD PANTRY RELATIVE TO THE FY19 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM-CV – AMENDMENT #2

BE IT RESOLVED, to authorize the Vice President of this Board to enter into a Cooperation Agreement with the Lebanon Food Pantry relative to the FY 2019 Community Development Block Grant Entitlement Program – CV – Amendment #2, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a – Lebanon Food Pantry  
OGA (File)  
Lebanon Food Pantry

**CDBG COOPERATION AGREEMENT  
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 7 day of September, 2021, by and between the Lebanon Food Pantry, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 7 day of September, 2021 (hereinafter referred to as "LFP"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. \_\_\_\_\_, adopted by its Board of County Commissioners on the 7 day of September, 2021 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the LFP for calendar year 2021, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2019 Community Development Block Grant (CDBG) Entitlement Program - Covid Response – Amendment 2; and

WHEREAS, Lebanon Food Pantry has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

**I. PERMISSION TO CARRY OUT PROJECT**

LFP grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

**II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY**

Upon commencement of a substantial portion of the project improvements, LFP shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by LFP throughout the course of this CDBG Program as well as after Project completion.

**III. PROJECT BUDGET AND USE OF FUNDS**

Warren County has budgeted \$22,548 of their allocation from the FY 2019 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to LFP by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) LFP shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, LFP and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by LFP.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by LFP;
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget,

the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by LFP.

#### **IV. REMAINING FUNDS**

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2019 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for LFP.

#### **V. CONTINUED OWNERSHIP AND MAINTENANCE**

LFP agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

#### **VI. DISCRIMINATION PROHIBITED**

LFP agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. LFP shall also cooperate with the County in providing records of program beneficiaries, when necessary.

#### **VII. RELEASE FROM LIABILITY**

LFP shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

#### **VIII. PROJECT REPRESENTATIVES**

The County and LFP shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager  
Warren County Office of Grants Administration  
406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1259

Lebanon Food Pantry: Kristin L. Davenport, President  
190 New Street  
Lebanon, Ohio 45036  
(513) 331-0337

#### **IX. LEBANON FOOD PANTRY PARTICIPATION**

LFP, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and LFP, the County shall have final authority in project administration.

LFP Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting LFP's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of LFP to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

**X. OTHER LAWS AND REGULATIONS**

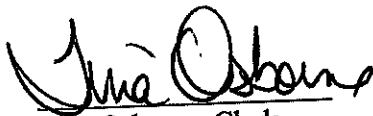
Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, LFP agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

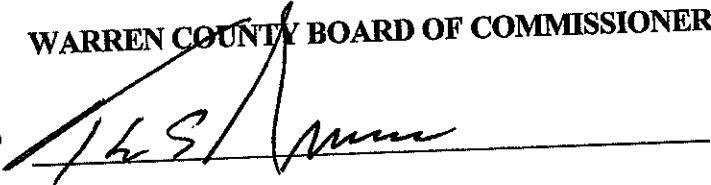
LFP hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of LFP's failure to follow said CDBG Program regulations and local, state and federal laws.

**IN WITNESS WHEREOF**, LFP and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

**WARREN COUNTY BOARD OF COMMISSIONERS**

  
Tina Osborne, Clerk

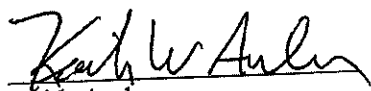


ATTEST:

**LEBANON FOOD PANTRY**

  
Kristin L. Davenport, President

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1215

Adopted Date September 07, 2021

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THIS BOARD TO SIGN A FUNDING APPROVAL/AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BE IT RESOLVED, to approve and authorize the Vice President of this Board to sign a Funding Approval/Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2021 Community Development Block Grant (CDBG); and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this Program.

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a—US Department of Housing & Urban Development  
OGA (file)  
HUD



U.S. Department of Housing and Urban Development  
Columbus Field Office  
Office of Community Planning and Development  
200 North High Street  
Columbus, Ohio 43215-2499

August 27, 2021

The Honorable David Young  
406 Justice Drive  
First Floor  
Lebanon, Ohio 45036-2523

Dear President Young:

Subject: FY 2021 Grant Agreement Transmittal

The Columbus Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs. Enclosed is the Grant Agreement for the following program:

Community Development Block Grant Program (CDBG)	\$728,663.00
Total FY 2021 Award	\$728,663.00

Transmittal of these Grant Agreement/s does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and Warren County.

To establish a Line of Credit for Fiscal Year 2021 Grant, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is



exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the CDBG Funding Approval/agreement with electronic signature/s. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement/s with your electronic signature. Return one (1) of each of the agreement to this office to the attention of Matthew LaMantia, Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each of the agreement/s with your original signature/s on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates Warren County on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Ross Benroth, Financial Analyst at [ross.m.benroth@hud.gov](mailto:ross.m.benroth@hud.gov).

Sincerely,



Matthew LaMantia, Director  
Office of Community Planning and  
Development

Enclosures

# Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383) HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No. 2506-0193  
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Warren County	3a. Grantee's 9-digit Tax ID Number 316000058	3b. Grantee's 9-digit DUNS Number 784327608
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 406 Justice Drive Room 311 Lebanon, OH 45036-	4. Date use of funds may begin 05/01/2021	
	5a. Project/Grant No. B-21-UC-39-0009	6a. Amount Approved \$728,663.00
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Matthew LaMantia		Grantee Name (Contractual Organization) Warren County (Warren County)	
Title CPD Director		Title <i>Vice-President</i>	
Signature MATTHEW LAMANTIA		Signature <i>[Signature]</i>	
Date (mm/dd/yyyy) 08/27/2021		Date (mm/dd/yyyy) 08-07-2021	

7. Category of Title I Assistance for this Funding Action:  Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 04/16/2021	9b. Date Grantee Notified 08/27/2021	9c. Date of Start of Program Year 05/01/2021	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
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11. Amount of Community Development Block Grant		FY 2021
a. Funds Reserved for this Grantee		\$728,663.00
b. Funds now being Approved		
c. Reservation to be Cancelled (11a minus 11b)		

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Warren County 406 Justice Drive Room 311 Lebanon, OH 45036-
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only										Effective Date (mm/dd/yyyy)	F
Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	
	153										
	176										
			Y								
			Y								

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management ([SAM.gov](http://SAM.gov)); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private

entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1216

Adopted Date September 07, 2021

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO ENTER INTO  
A HOST AGENCY TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

BE IT RESOLVED, to approve and authorize the Vice President of the Board to enter into a  
Host Agency Training Agreement with the following agency, as attached hereto and made part  
hereof:

AARP Foundation  
5320 E. Main St., Suite 600  
Whitehall, OH 43213

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County  
OhioMeansJobs (file)

Host Agency: **Ohio Means Jobs Warren County** FEIN: **31-600058**

Address: **300 E. Silver St., Lebanon, OH - 45036**

Phone: **(513) 695-1130 Ext:**

Fax: **(513) 695-2985**

The above named agency/organization, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation Senior Community Service Employment Agency.

**This Agency is:**

**A Non-Profit Organization**  
(Tax exempt under the Internal  
Revenue code 501(c)(3))

**Participant Supervisor(s)  
Compensated With Federal Funds**

**A Public Organization**

**Participant Supervisor(s) NOT  
Compensated With Federal Funds**

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. AARP Foundation acknowledges that participation as a host agency is voluntary and agrees to honor any host agency request in writing to reassign participants for any lawful reason.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete programmatic activities and tasks which may include:
  - Accept referrals and interviews for employment outside the program;
  - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
  - Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
  - Register and maintain registration with the State Employment Service and/or One Stop Center;
  - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

5) It is understood that The SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant *Time & Attendance Reports* to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents – not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot provide participant stipend payments for those trained hours under SCSEP regulations and must place participants at an alternative agency.

10) The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP, including AARP Foundation SCSEP's policies prohibiting discrimination, workplace violence, and harassment. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign job-training tasks to any participant pursuant to this Agreement.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to ensure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification protocols as it would for its own employees. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment, expressly includes driving, is approved in advance by AARP Foundation and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record

(MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

14) **LIABILITY:** Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts by omission, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to another.

15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform Work beyond such limits or require participant to perform unpaid or volunteer work as part of the participant's assignment.

If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a. Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b. Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c. Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d. Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the *Time Attendance Report* in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.

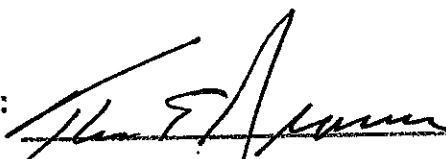
18) It is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

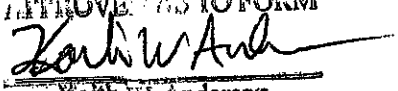
19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.



Signature:  Date: 9.7.21  
Full Legal Name: Tom E. Grossman Title: Vice-President

APPROVED AS TO FORM  
  
Keith W. Anderson  
Asst. Prosecuting Attorney

PY21 (Effective 7/2021)

Signature:  Date: 8/24/21

Full Legal Name:  
STEPHEN ALAN ALBRIGHT

Title:  
PROJECT DIRECTOR,  
AARP FOUNDATION

# Resolution

Number 21-1217

Adopted Date September 07, 2021

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 24 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 24, climate control in the IT closets as well as credits for door lite and refuse sidewalk deletions; and

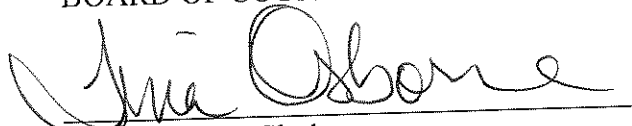
NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of change order number 24, by the County Administrator, for an increase of \$4,584.18 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,705,587.57; said change order with supporting/open book pricing are attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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



# OWNER CHANGE ORDER

Granger Construction Company  
1822- 00 Warren County Jail

CHANGE ORDER DATE:  
08/25/2021  
CHANGE ORDER #: 24

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 235 - Area E Door Lite Glass Credit
- PCO 236 - RFI 195 F1-09 & D9-03 Climate Control
- PCO 237 - Area of Refuge Sidewalk Credit

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822-00	235	Area E Door Lite Credit	PCO	235	(\$511.89)
1822-00	236	RFI 195 F1-09 & D9-03 Climate Control	PCO	236	\$6,948.00
1822-00	237	Area of Refuge Sidewalk Credit	PCO	237	(\$1,852.13)

TOTAL: \$ 4,584.18

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 .....	\$ 359,778.39
The Contract Sum prior to this Change Order was .....	\$ 49,701,003.39
The Contract Sum will be increased by this Change Order .....	\$ 4,584.18
The new Contract Sum will be .....	\$ 49,705,587.57
The Contract Time will be decreased by 0 days	

**AUTHORIZED BY OWNER:**

Warren County  
406 Justice Drive  
Lebanon, OH 45036

By:

Date: 8-31-21

**ACCEPTED BY CONTRACTOR**

Granger Construction Company  
6267 Aurelius Road  
Lansing, MI 48911

By:

Date: 08/30/2021

**ARCHITECT/ENGINEER**

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

By:

Date: 8/30/21

## CHANGE ORDER REQUEST

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:

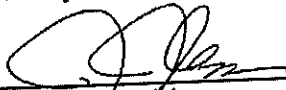
**Default for PCO: Area E Door Lite Credit**  
**Proposed Scope of Work: Area E Door Lite Credit**

The prices below are valid until **07/30/2021**.

Funding Source for Change Order:  
Granger/Megen GMP: (\$511.69)  
Owner Contingency: \$511.69

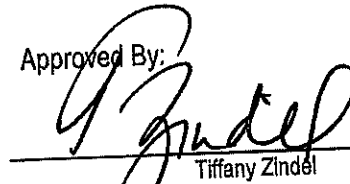
PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Area E Door Lite Credit Bonds	New		0000610-00		(\$2.94)
2 : Area E Door Lite Credit Sub Bond	New		0000620-00		(\$4.90)
Risk					(\$12.48)
3 : Area E Door Lite Credit CM Fee	New		0000092-00		(\$1.47)
4 : Area E Door Lite Credit Insurance	New		0000620-02		(\$489.90)
5 : Area E Door Lite Credit Geiger	New		0008100-00		
<b>Total:</b>					<b>(\$511.69)</b>

Submitted By:

  
Jason Woehrle

07/20/2021  
Date

Approved By:

  
Tiffany Zindel  
Warren County

8-31-21  
Date



869 North Bend Road  
Cincinnati, OH 45224  
geigerconstructionproducts.com  
P 513.242.5106 F 513.242.7933

1 of 1

## Change Order Request

To: Granger Construction

Date: 6/7/2021

Attn: Jason Kaminski

Re: Area E Door Glass Credit  
Job # 194-6712

---

### RE: Area E Door Glass Credit

Please see the summary below to provide and install additional windows in Area A&B

Material:	\$-54.00
Labor: 0.6 hours/lite	\$-372.00
Mark up @ 15%:	\$-63.90
Total	<b>\$-489.90</b>

Sincerely,

GEIGER CONSTRUCTION PRODUCTS, INC.

Nick Mathews  
Project Manager

1822- 00 Warren County Jail  
 Lebanon, Ohio  
 1822- 00

**GRANGER**  
 ADVANCE THE ART OF BUILDING

To 1 reviewer \*Area E Door Lite Credit for items highlighted in RED.  
 From: Kyle Rosinski  
 krosinski@grangerconstruction.com

<b>088000-1 PD-Interior Glazing Schedule</b>			Jan 27, 2020
Awaiting review - 0/1 reviews complete			
<b>Submittal No.</b>	<b>Version</b>	<b>Spec Section</b>	<b>Due date</b>
088000-1	1	088000 - Glazing	Feb 10, 2020
<b>Included Items</b>			

<b>Reviewers</b>			0/1 complete
<b>Reviewer</b>	<b>Review Response</b>	<b>Date Reviewed</b>	
Rick Smith (Wachtel & McAnally Architects)	Awaiting review		

<b>WACHTEL &amp; McANALLY</b> <b>ARCHITECTS/PLANNERS</b> 35 S. PARK PLACE, SUITE 350 NEWARK, OHIO 43055	<input checked="" type="checkbox"/> Reviewed.	BY: <u>RAS</u>
	<input type="checkbox"/> Reviewed with Changes Noted.	DATE: <u>1/28/20</u>
	<input type="checkbox"/> Revise and Resubmit.	
Reviewed for design conformity and general conformance to contract documents only. Contractor is responsible for dimensions, quantities, fabrication processes, techniques of construction and coordination with other trades. Review is subject to all contract requirements and does not authorize any changes from the contract documents unless stated in a separate letter or change order.		

<b>GRANGER</b>		400 LAZELLE ROAD, STE 18A COLUMBUS, OH 43240 PHONE: 614-705-2280
ADVANCE THE ART OF BUILDING		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APPROVED	APPROVED	REJECTED
	AS NOTED	
BY: krosinski	DATE: 1/27/2020	
SUBMITTAL# 088000-1	SPEC 088000	

Warren County Jail								Interior Door Glazing Schedule	
Architect: Wachtel & Mcanally						Date: 1/22/2020			
Contractor: Granger									
Supplier: Geiger Construction Products									
GLASS TYPE LEGEND:									
GL-1		1/4" Clear Tempered Glass							
GL-2		1/4" Laminated 1/8" Temp .030 1/8" Temp							
GL-4		20 minute Fire Rated without Hose Stream Test - Superlite I-20							
GL-5		20 minute Fire Rated with Hose Stream Test - Superclear 45-HS							
GL-6		60 minute Fire Rated - Superlite II-XL-60							
SCHEDULE FOR GLASS GLAZED INTO DOORS									
Door No.	Door Type	Door Material	Glass Block Size	Glass Type	Glass Thickness	Field Measured Glass Size	Date Ordered	Notes	
	N	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A800	
	G	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A800	
	G	WD		GL-1	1/4			A800	
	N	WD		GL-1	1/4			A801	
	G	HM		GL-4	3/16			A801	
	G	HM		GL-4	3/16			A801	
	G	HM		GL-4	3/16			A802	
	N	HM		GL-1	1/4			A802	
	N	HM		GL-1	1/4			A802	
	N	HM		GL-1	1/4			A802	
	G	HM		GL-1	1/4			A802	
	G	HM		GL-1	1/4			A802	
	N	HM		GL-1	1/4			A803	
	G	HM		GL-1	1/4			A803	
	G	HM		GL-1	1/4			A803	
	G	HM		GL-1	1/4			A803	
	G	HM		GL-1	1/4			A803	
	G	HM		GL-1	1/4			A803	
	G	HM		GL-4	3/16			A803	
	G	HM		GL-4	3/16			A803	
	G	HM		GL-4	3/16			A803	
	G	HM		GL-1	1/4			A803	
	G	HM		GL-1	1/4			A803	
	G	HM		GL-1	1/4			A803	
	G	HM		GL-1	1/4			A804	
	G	HM		GL-1	1/4			A804	
	G	HM		GL-1	1/4			A804	

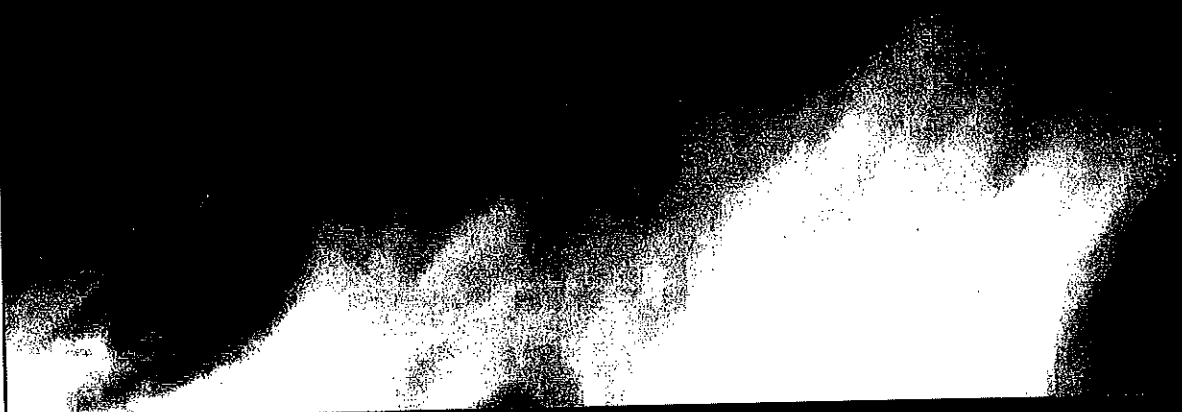




HOLLOW METAL FRAMES

Warren County Jail										Interior Frame Glazing Schedule			
Architect: Wachtel & Mcanally						Date: 1/22/2020							
Contractor: Granger													
Supplier: Gelger Construction Products													
GLASS TYPE LEGEND:													
GL-1		1/4" Clear Tempered Glass											
GL-2		1/4" Laminated 1/8" Temp .030 1/8" Temp											
GL-4		20 minute Fire Rated without Hose Stream Test - Superlite I-20											
GL-5		20 minute Fire Rated with Hose Stream Test - Superclear 45-HS											
GL-6		60 minute Fire Rated - Superlite II-XL-60											
SCHEDULE FOR GLASS GLAZED INTO HM FRAMES													
Frame No.	Frame Material		Glass Block Size	Glass Type	Glass Unit Thickness	Field Measured Glass Size	Date Ordered	Notes					
A9-16	HM	4 EA	28"X44"	GL-5	3/16			A812					
A9-17	HM	4 EA	28"X44"	GL-5	3/16			A812					
B9-18	HM	4 EA	28"X44"	GL-5	3/16			A813					
B9-19	HM	4 EA	28"X44"	GL-5	3/16			A813					
B9-19	HM	4 EA	28"X44"	GL-5	3/16			A814					
C9-17	HM	4 EA	28"X44"	GL-5	3/16			A814					
C9-21	HM	4 EA	30"X44"	GL-5	3/16			A814					
C9-22	HM	4 EA	30"X44"	GL-5	3/16			A814					
D9-02	HM	2 EA	34X32 / 34X44	GL-5	3/16			A814					
D9-03	HM	3 EA	30"X44"	GL-5	3/16			A814					
D9-13	HM	2 EA	32"X44"	GL-5	3/16			A815					
D9-14	HM	2 EA	32"X44"	GL-5	3/16			A815					
Interior Frame Glazing Schedule													

**SAFTI** ESTABLISHED 1957



# ***SuperLite***

CARE INFORMATION

[WWW.SAFTI.COM](http://WWW.SAFTI.COM)

888.653.3333

# SuperLite™

## CARE INFORMATION

### DO

- Start cleaning at the top of the building working down.
- When cleaning, make certain to use a non-abrasive, commercial window cleaning solution.
- Soak the glass surface with a clean water and soap solution to loosen dirt and debris.
- Dry all cleaning solution from the window.
- Clean one window first to see if the cleaning method caused any damage.
- Prevent conditions that can damage the glass.
- Avoid cleaning tinted and coated glass surfaces in direct sunlight.

### DO NOT

Use any type of scrapers for cleaning glass.  
Allow dirt and residue to remain on the glass for an extended time.  
Leave water or cleaning residue on glass or adjacent materials.  
Begin cleaning until all dirt and debris has been removed with a clean water and soap solution.  
Use abrasive cleaning solutions or materials; only use a mild, non-abrasive window cleaning solution.  
Allow metal parts of cleaning equipment to come in contact with the glass.  
Trap abrasive particles between the cleaning materials and the glass.  
Allow splashed materials to dry on glass.  
Allow conditions that can damage the glass.  
Allow other materials that can come in contact with the glass.  
Begin cleaning the glass without making sure that a coated surface is not exposed.

**Failure to comply with the SAFTI FIRST recommended care and cleaning procedures may result in a void warranty.  
For questions or more information, please call 888.653.3333**

# SuperClear 45-HS

Patent Pending

45 Minute  
Fire Protective Glazing

## PRODUCT ADVANTAGES



- ▶ The most economical clear fire and safety rated glazing meeting all the requirements for 45 minute doors, sidelites, transoms and openings in large sizes.
- ▶ Meets the required hose stream test.
- ▶ Meets the CPSC Cat. II impact safety test without the need of films or laminates.
- ▶ Insulated, obscure, decorative or filmed make-ups available.
- ▶ Can be used in interior and exterior applications.
- ▶ Non-wired and tint-free.
- ▶ USA manufactured for fast delivery and competitive pricing.
- ▶ Approved glazing component in the NFRC CMAST database.
- ▶ Lifetime warranty.

Fire Rating	Application	Max. CV Area	Max. CV Width	Max. CV Height	Stops
45 minutes	Doors	3,288 in. <sup>2</sup> (2.12 m <sup>2</sup> )	33 in. (0.84 m)	99-5/8 in. (2.53 m)	5/8 in. (16 mm)
45 minutes	Windows/ Sidelites/ Transoms	3,880 in. <sup>2</sup> (2.50 m <sup>2</sup> )	96 in. (2.44 m)	96 in. (2.44 m)	5/8 in. (16 mm)

## TESTED AND CERTIFIED TO UL 9, 10B AND 10C



SuperClear 45-HS is listed and labeled by Intertek and Underwriters Laboratories, nationally recognized testing laboratories approved by OSHA.



## FIRE PROTECTIVE

Contains smoke and flames.  
Does not block radiant heat.



For fire resistive glazing that blocks radiant heat see SuperLite II-XL.

## SPECIFICATIONS

**Thickness:** 3/4 in. (19 mm)

**Weight:** 9.0 lbs./sq.ft. (44 kg/m<sup>2</sup>)

**Sound Transmission Rating:**  
STC 37/ OITC 35 in 3/4 in. (19 mm)  
standard profile in standard hollow  
metal frames.

**Fire Rating:** 45 minutes  
with hose stream

**Visible Light Transmittance:** 83

**Impact Safety Rating:**  
CPSC 16 CFR 1201 Cat. I and II,  
ANSI Z97.1 Class A and B,  
CAN/CGSB 12.1 Class A and B

**3-Part Specifications:**  
Available at  
[www.safti.com/specifications](http://www.safti.com/specifications)

## APPROVALS

UL 9, UL 10B, UL 10C, NFPA 80,  
NFPA 252, NFPA 257, ULC CAN4-S104,  
ULC CAN4-S106, CPSC 16 CFR 1201  
Cat. I & II, ANSI Z97.1, CAN/CGSB 12.1



Made in the USA

[www.safti.com](http://www.safti.com)

**SAFTI**  
SAFETY AND FIRE TECHNOLOGY INC.

888.653.3333

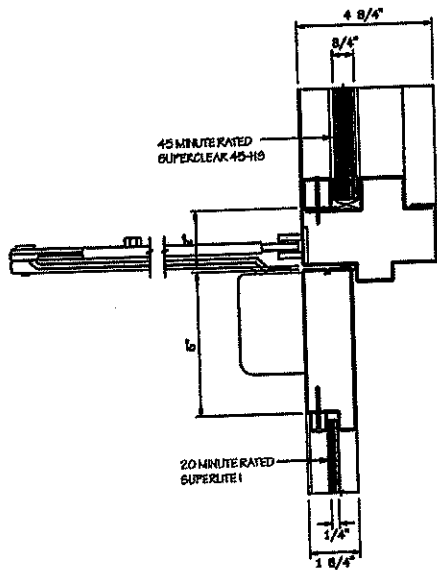
# SuperClear 45-HS

Patent Pending

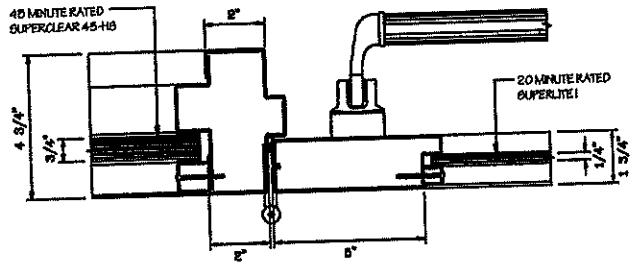
45 Minute  
Fire Protective Glazing

**TYPICAL DETAILS** More details available at [www.safti.com/details](http://www.safti.com/details)

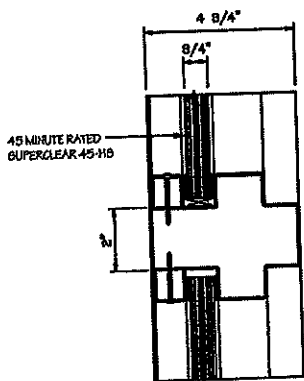
SuperClear 45-HS in GPX Builders Series Fire Protective Framing.



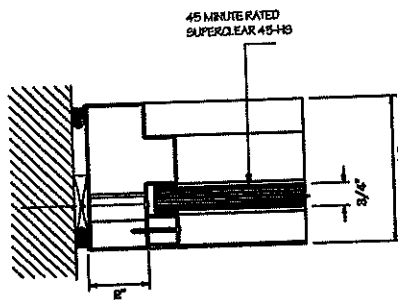
DOOR TOP RAIL DETAIL



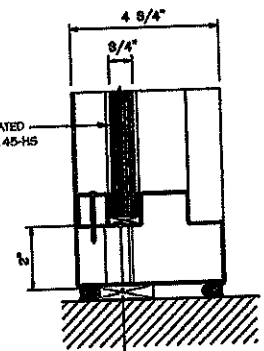
DOOR JAMB



HORIZONTAL MULLION DETAIL



JAMB DETAIL



SILL DETAIL

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[www.safti.com](http://www.safti.com)

**SAFTI**  
SAFETY AND FIRE TECHNOLOGY INC.

888.653.3333

LIMITED WARRANTY

FURNISHED TO: SAMPLE

PROJECT: SAMPLE

SALES ORDER:

SAFTI *FIRST* warrants that their products shall be free from defective material and comply with SAFTI *FIRST*'s published Quality Specifications and Inspection Standards for a period of five (5) years from the date of delivery provided that said products have been installed and maintained in accordance with SAFTI *FIRST*'s installation instructions and published maintenance recommendations. This warranty is limited to defects appearing in the door, window or wall framing and glazing components. This warranty is limited to the glass and framing manufacturing only and does not cover "hardware supplied by others". Should there be a defect found in operating difficulty with any hardware component, Owner should contact the respective manufacturer or consult the warranty agreement that covers the hardware component in question.

This warranty is limited to the repair or replacement of defective material or entire product and shall be determined at the discretion of the manufacturer as to what action to take.

SAFTI *FIRST* extends the SuperLite II-XL manufacturer's warranty to the immediate buyer. The conditions of this warranty for the SuperLite II-XL glazing material are as follows:

The supplier warrants its immediate buyers for a period of five (5) years from the date of delivery that under normal conditions, the free vision through the SuperLite II-XL glass will not be adversely affected.

The use of tempered glass as well as the clear, fire resistive intumescent interlayer can lead to certain optical irregularities, especially near the glass edges. These inherent irregularities do not affect the free vision through the glass. Normal conditions imply in particular that the clear, fire resistive intumescent interlayer is not allowed to reach temperatures below 32 degrees Fahrenheit or over 140 degrees Fahrenheit (0 - 60 degrees Celsius).

The warranty is subject to the following provisions:

- A liability under this warranty is limited to free repair or replacement (at the manufacturer's discretion) of defective glass and/or frames and shall not extend to any other damages in connection with defective glass. Installation of the replacement glass into GPX framing is not covered under this warranty.
- The warranty shall not apply to units which have not been handled in accordance with normal conditions of use, or units which have been subsequently processed or modified in any way, or units which have been subject to any damage affecting the bond of the SuperLite II-XL units. Normal conditions of use include but are not limited to temperatures between 32 degrees Fahrenheit and 140 degrees Fahrenheit.
- Manufacturer's warranties on component parts of materials may differ from the terms specified herein and will supersede SAFTI *FIRST*'s standard warranty.
- The manufacturer's liability will also not apply in cases where defects are not reported within 30 days after they have become recognizable by the initial buyer or by the users of the building into which SuperLite II-XL has been installed. Liability will therefore expire at the latest 30 days after the expiration of the warranty, also if the defect has not been recognizable before expiration of the 5-year warranty period. Any glass replaced or repaired under this warranty is limited by the original warranty period and shall not be extended beyond the original five years.
- Furthermore, the conditions for quality complaints according to the manufacturer's general conditions of sale for export shall apply.
- If SuperLite II-XL is exported to a country other than where the initial delivery has been made, the warranty will only be valid if the manufacturer has accepted this exportation.
- Building and safety codes vary widely throughout the world. SAFTI *FIRST* does not control nor will it be responsible for the selection of product supplied by others, configurations, or the glazing materials used in the manufacture of its door, window or wall systems. SAFTI *FIRST* makes no other warranties or representation, either expressed or implied, concerning product fitness for a particular purpose. SAFTI *FIRST* will fabricate to dimensions shown on approved drawings but will not take responsibility for failure of submitting party(s) shop drawing dimensions against job site conditions. In no event will SAFTI *FIRST* be liable for direct, indirect, special or consequential damages including but not limited to loss of profit or use.
- SAFTI *FIRST* reserves the right to inspect or have returned all products alleged to be defective excluding shipping and handling costs.
- SAFTI *FIRST* makes no other warranty, expressed or implied, regarding its products.

\_\_\_\_\_  
Karen Lim, Sales Administrator

\_\_\_\_\_  
Date

# SuperLite II-XL 60

60 Minute  
Fire Resistive Glazing

## PRODUCT ADVANTAGES



- ▶ Maximum fire and impact safety with hose stream and full radiant heat protection.
- ▶ Largest tested and approved sizes up to 4,952 in.<sup>2</sup> (3.19 m<sup>2</sup>) for door applications in standard 1-1/8 in. (29 mm) profile.
- ▶ Fully tested, approved and listed for temperature rise doors, openings and wall applications.
- ▶ Tint-free and optically clear. Perfect for property line requirements.
- ▶ Acoustical value of 42 STC.
- ▶ Available in custom architectural make-ups, such as laminated glass and energy-saving insulated units with NFRC certifications when used with GPX Architectural Series Framing.
- ▶ Can be customized to protect against forced entry, bullets, blast, hurricane, sound and more.
- ▶ 5 year manufacturer's warranty.
- ▶ USA manufactured for fast lead times and competitive pricing.
- ▶ Thin 1 in. (25 mm) profile is available up to 1,296 in.<sup>2</sup> (0.84 m<sup>2</sup>).

**STARPHIRE** ULTRA-CLEAR® GLASS Now available with *Starphire Ultra-Clear®* glass by Vitro

Large Sizes for Doors, Sidelites, Windows, Transoms and Walls

Fire Rating	Max. CV Area	Max. CV Width	Max. CV Height	Stops
All 60 minute applications	4,952 in. <sup>2</sup> (3.19 m <sup>2</sup> )	124 in. (3.15 m)	124 in. (3.15 m)	5/8 in. (16 mm)

1 in. stops recommended (25 mm)

## UL AND INTERTEK TESTED AND CERTIFIED



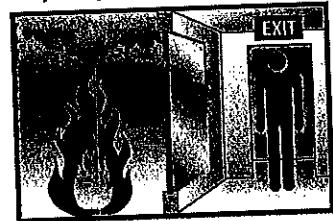
SuperLite II-XL is listed and labeled by Intertek and Underwriters Laboratories, nationally recognized testing laboratories approved by OSHA.

## APPROVALS

UL 9, UL 10B, UL 10C, UL 263, NFPA 80, NFPA 251, NFPA 252, NFPA 257, ASTM E119, ASTM E152, ASTM E163, ASTM E2074, ASTM E2020-01, CPSC 16 CFR 1201 Cat. II, ANSI Z97.1, ULC CAN4-S101, ULC CAN4-S104, ULC CAN4-S106, NFRC 100, NFRC 200, NFRC 500, ASTM C1629/C1629M, ASTM E695, ASTM D4977.

## FIRE RESISTIVE

Contains smoke, flames and blocks the passage of radiant heat.



## SPECIFICATIONS

**Thickness:** 1-1/8 in. (29 mm) standard and 1 in. (25 mm) thin profile;  
1-7/8 in. (48 mm) when insulated with Low-E

**Weight:** 9 lbs./sq. ft. (44 kg/m<sup>2</sup>)  
in 1-1/8 in. (29 mm) standard profile

**Sound Transmission Rating:** STC 42  
rating in 1-1/8 in. (29 mm) standard profile

**Outdoor-Indoor Transmission Class:**  
OITC 39 rating in 1-1/8 in. (29 mm)  
standard profile

**Fire Rating:** 60 minutes with hose stream  
Meets ASTM E119 and UL 263

**Impact Safety Rating:**  
CPSC 16 CFR 1201 Cat. I and II & ANSI Z97.1

**NFRC Certifications with  
GPX Architectural Series Framing:**

0.39 U-Factor with Solarban 60

0.31 SHGC with Solarban 60

57 Condensation Resistance with Solarban 60

**Hard Body Impact Classification:**  
ASTM C1629/C1629M Level 3

**Soft Body Impact Classification:**  
ASTM E695 Level 3

**Surface Abrasion Resistance:**  
ASTM D4977 Level 3



Made in the USA

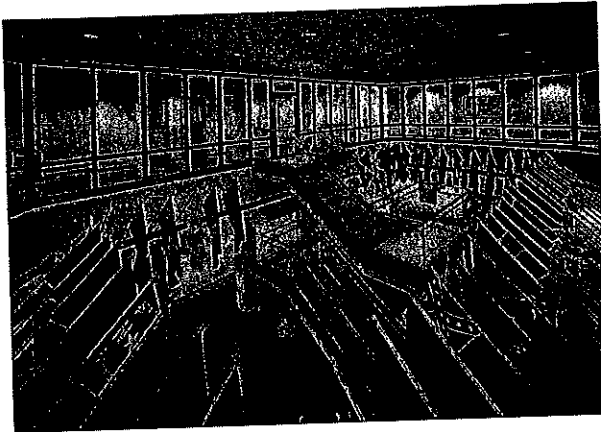
www.safiti.com

**SAFTI**  
SAFETY AND FIRE TECHNOLOGY INC.

888.653.3333

# SuperLite II-XL 60

60 Minute  
Fire Resistive Glazing



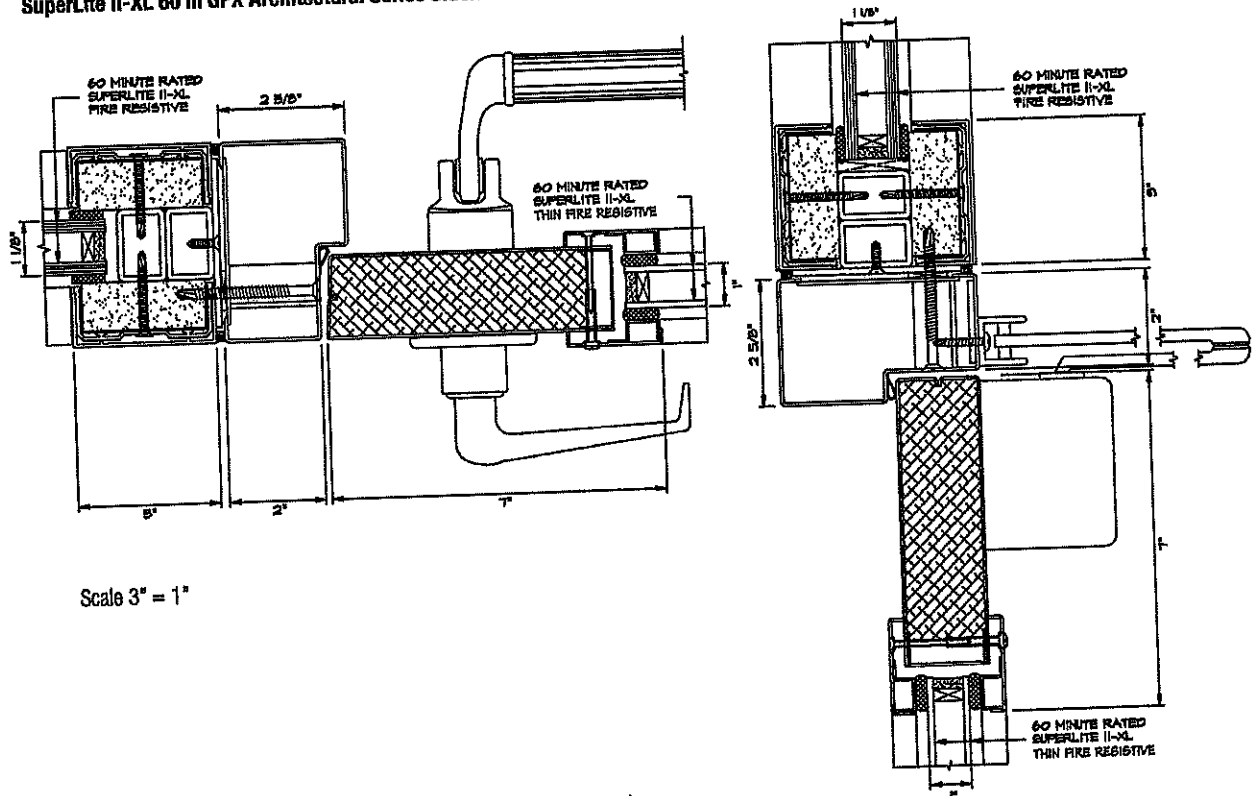
SuperLite II-XL 60 and GPX Architectural Series Framing were used to create a transparent wall system that seamlessly combines vision and light with maximum fire protection. This fire rated system also provides smooth, angular transitions along the corners to achieve the designer's intent to have a beautiful viewing area that highlights the building's focal point.

**Project:** Fort Drum Battle Simulation Center in Fort Drum, NY  
**Architect:** US Army District Corps of Engineers  
**Contract Glazier:** Northern Glass Company  
**Products Used:** SuperLite II-XL 60 in GPX Architectural Series with Wood Veneer Finish

3-Part Specifications available at [www.safti.com/specifications](http://www.safti.com/specifications)

## TYPICAL DETAILS *More details available at [www.safti.com/details](http://www.safti.com/details)*

SuperLite II-XL 60 in GPX Architectural Series Sidelite/Transom and SuperLite II-XL 60 in GPX Builders Series Temperature Rise Door



Starphire Ultra-Clear is a registered trademark owned by Vitro. The information provided herein is for general reference only. Please visit [www.safti.com](http://www.safti.com) for the most updated information. © SAFTI FFS17 January 2020

[www.safti.com](http://www.safti.com)

**SAFTI**  
SAFETY AND FIRE TECHNOLOGY INC.

888.653.3333



# SuperLite I

20 Minute  
Fire Protective Glazing

## PRODUCT ADVANTAGES



- ▶ Most economical fire and safety rated glazing available.
- ▶ Provides superior optical clarity over ceramics.
- ▶ Meets the highest human impact safety requirements.
- ▶ Can be used for interior and exterior applications.
- ▶ Available in specialty architectural make-ups.
- ▶ Lifetime manufacturer's warranty.
- ▶ USA manufactured for fast delivery and competitive pricing.

**STARPHIRE** ULTRA-CLEAR® GLASS Now available with *Starphire Ultra-Clear®* glass by Vitro

## 20 MINUTE APPLICATIONS

Application	Max. CV Area	Max. CV Width	Max. CV Height	Stops
Steel Door	3,341 in. <sup>2</sup> (2.16 m <sup>2</sup> )	35-1/8 in. (0.89 m)	95-1/8 in. (2.42 m)	5/8 in. (16 mm)
Wood Door	3,299 in. <sup>2</sup> (2.13 m <sup>2</sup> )	36-1/8 in. (0.91 m)	91-5/16 in. (2.32 m)	5/8 in. (16 mm)
Aluminum Door	3,436 in. <sup>2</sup> (2.22 m <sup>2</sup> )	36-3/4 in. (0.93 m)	95-1/2 in. (2.43 m)	5/8 in. (16 mm)
Steel, Wood and Aluminum Sidelites* Transoms*	5,760 in. <sup>2</sup> (3.72 m <sup>2</sup> )	96 in. (2.44 m)	95-1/2 in. (2.43 m)	5/8 in. (16 mm)
Steel Windows*	5,760 in. <sup>2</sup> (3.72 m <sup>2</sup> )	96 in. (2.44 m)	95-1/2 in. (2.43 m)	5/8 in. (16 mm)

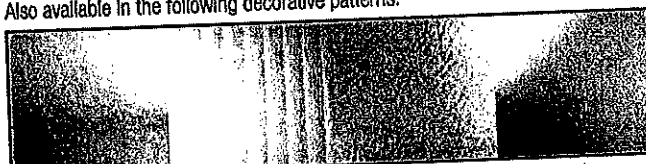
\* Requires AHJ approval for these applications because it is tested without hose stream

## UL AND INTERTEK TESTED AND CERTIFIED



SuperLite I is listed and labeled by Intertek and Underwriters Laboratories, nationally recognized testing laboratories approved by OSHA.

Also available in the following decorative patterns:



Rain

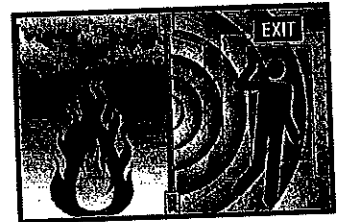
Narrow Reed

P-516

Satin Etched

## FIRE PROTECTIVE

Contains smoke and flames.  
Does not block radiant heat.



For fire resistive glazing that blocks radiant heat see SuperLite II-XL.

## SPECIFICATIONS

Thickness: 1/4 in. (6 mm)

Weight: 3.0 lbs./sq.ft. (15 kg/m<sup>2</sup>)

Fire Rating:  
20 minutes without hose steam

Sound Transmission Rating:  
STC 28

Solar Heat Gain Coefficient:  
0.82 SHGC

Impact Safety Rating:  
CPSC 16 CFR 1201 Cat. I and II

3-Part Specifications:  
Available at  
[www.safti.com/specifications](http://www.safti.com/specifications)

## APPROVALS

UL 9, UL 10B, UL 10C, NFPA 80,  
NFPA 252, NFPA 267, ASTM E152,  
ASTM E163, ASTM E2074,  
ASTM E2010-01,  
CPSC 16 CFR 1201 Cat. II,  
ANSI Z97.1



[www.safti.com](http://www.safti.com)

**SAFTI**  
SAFETY AND FIRE TECHNOLOGY INC.

888.653.3333

# SuperLite I

20 Minute  
Fire Protective Glazing

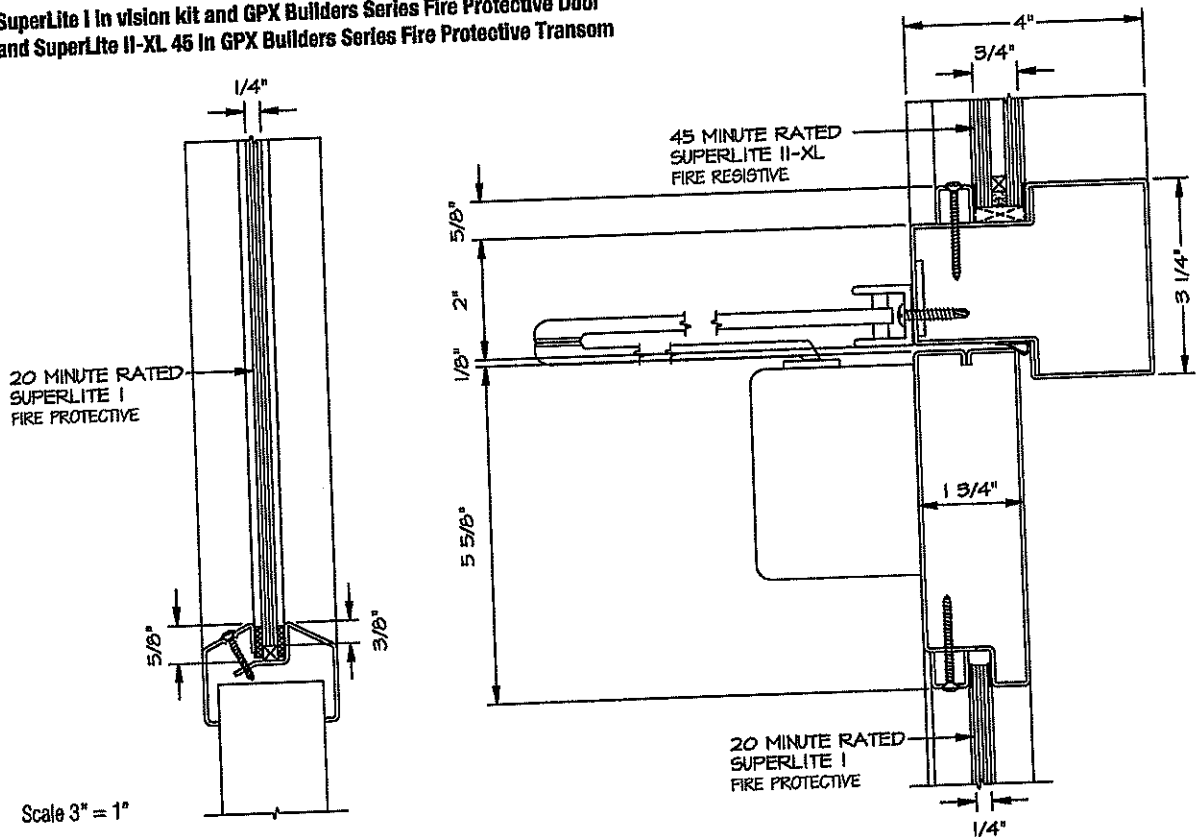


The architect used SuperLite I for the 20 minute door vision panels and SuperLite II-XL 45 for the sidelites to create a cost-effective, wire-free solution that meets all the fire and safety requirements for this fire protective application.

**Project:** Sunset Elementary School in San Ysidro, CA  
**Architect:** Coup Smith Diaz Architects  
**Contract Glazier:** Plaza Glass Company  
**Products Used:** SuperLite I in GPX Builders Series Fire Protective Door and SuperLite II-XL 45 in GPX Builders Series Fire Protective Framing

## TYPICAL DETAILS More details available at [www.safti.com/details](http://www.safti.com/details)

SuperLite I in vision kit and GPX Builders Series Fire Protective Door and SuperLite II-XL 45 in GPX Builders Series Fire Protective Transom



Starfire Ultra-Clear is a registered trademark owned by Viro. The information provided herein is for general reference only. Please visit [www.safti.com](http://www.safti.com) for the most updated information. © SAFTI FIRST January 2020

[www.safti.com](http://www.safti.com)

**SAFTI**  
SAFETY AND FIRE TECHNOLOGY INC.

888.653.3333



**SUPERLITE I  
STANDARD LIMITED WARRANTY**

FURNISHED TO: SAMPLE

PROJECT: SAMPLE

ORDER(S):

SAFTI *FIRST* warrants to the immediate Buyer that its SuperLite I product shall remain free of manufacturing defects for the entire life of the product from the date of delivery.

Provided that the SuperLite I product has been handled, installed, and maintained in accordance with SAFTI *FIRST*'s published *Care Information*, SAFTI *FIRST* warrants that, under normal conditions, the free vision through its SuperLite I product shall not be adversely affected. This warranty shall be limited to the replacement of product defective in material and/ or workmanship, and shall be subject to the following provisions:

- SAFTI *FIRST*'s liability under this warranty shall be limited to the replacement of its SuperLite I product exhibiting manufacturing defects. The condition of replacement shall be at SAFTI *FIRST*'s discretion, and SAFTI *FIRST* reserves the right to inspection and/ or evaluation. This warranty shall not extend to any other expenses in connection with the defective product, including, but not limited to, removal of the defective product, installation of the replacement lite(s), or direct, indirect, incidental, special, or consequential damages.
- This warranty shall be void for any units which have: (1) not been handled in accordance with normal conditions of use; (2) been subsequently processed or modified in any way; or (3) been subject to any damage.
- SAFTI *FIRST* assumes no responsibility under this warranty due to normal wear and tear, glass breakage, scratches or abrasions, or abuse.
- In the event SAFTI *FIRST* elects to replace its SuperLite I product under this warranty, the replacement lite(s) shall be shipped to its original delivery location, unless otherwise agreed to in writing.
- SAFTI *FIRST* MAKES NO ADDITIONAL WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, REGARDING ITS SUPERLITE I PRODUCT, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SAFTI *FIRST* shall be indemnified and held harmless against any and all costs, damages, and expenses, including reasonable attorneys' fees, arising from any claim, damages, and liability asserted by any third parties arising from the sale of its SuperLite I product.

\_\_\_\_\_  
NAME, TITLE

\_\_\_\_\_  
DATE



**SUPERCLEAR 45-HS/SUPERCLEAR 45-HS-LI  
STANDARD LIMITED WARRANTY**

FURNISHED TO: SAMPLE

PROJECT: SAMPLE

ORDER(S):

SAFTI *FIRST* warrants to the immediate Buyer that its SuperClear 45-HS/SuperClear 45-HS-LI product shall remain free of manufacturing defects for the entire life of the product from the date of delivery.

Provided that the SuperClear 45-HS/SuperClear 45-HS-LI product has been handled, installed, and maintained in accordance with SAFTI *FIRST*'s published *Care Information*, SAFTI *FIRST* warrants that, under normal conditions, the free vision through its SuperClear 45-HS/SuperClear 45-HS-LI product shall not be adversely affected. This warranty shall be limited to the replacement of product defective in material and/ or workmanship, and shall be subject to the following provisions:

- SAFTI *FIRST*'s liability under this warranty shall be limited to the replacement of its SuperClear 45-HS/SuperClear 45-HS-LI product exhibiting manufacturing defects. The condition of replacement shall be at SAFTI *FIRST*'s discretion, and SAFTI *FIRST* reserves the right to inspection and/ or evaluation. This warranty shall not extend to any other expenses in connection with the defective product, including, but not limited to, removal of the defective product, installation of the replacement lite(s), or direct, indirect, incidental, special, or consequential damages.
- This warranty shall be void for any units which have: (1) not been handled in accordance with normal conditions of use; (2) been subsequently processed or modified in any way; or (3) been subject to any damage.
- SAFTI *FIRST* assumes no responsibility under this warranty due to normal wear and tear, glass breakage, scratches or abrasions, or abuse.
- In the event SAFTI *FIRST* elects to replace its SuperClear 45-HS/SuperClear 45-HS-LI product under this warranty, the replacement lite(s) shall be shipped to its original delivery location, unless otherwise agreed to in writing.
- SAFTI *FIRST* MAKES NO ADDITIONAL WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, REGARDING ITS SUPERCLEAR 45-HS/SUPERCLEAR 45-HS-LI PRODUCT, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SAFTI *FIRST* shall be indemnified and held harmless against any and all costs, damages, and expenses, including reasonable attorneys' fees, arising from any claim, damages, and liability asserted by any third parties arising from the sale of its SuperClear 45-HS/SuperClear 45-HS-LI product.

\_\_\_\_\_  
NAME, TITLE

\_\_\_\_\_  
DATE

## History

Date  
Jan 27, 2020

12:16 PM

Kyle Rosinski updated the following package details:

- Changed Package No. to 088000-1 from 06
- Changed Name to 088000-1 PD-Interior Glazing Schedule from Interior Glazing









11:29 AM

Kyle Rosinski updated the following package details:

- Jason Kaminski was added to the watching list.
- Mark Marlow was added to the watching list.
- Rick Smith was added as a reviewer.

11:29 AM

Sent to Rick Smith by Kyle Rosinski for design review

-  superclear-45-sample-warranty.pdf
-  superlite-i-sample-warranty.pdf
-  SuperLite-I\_GSA.pdf
-  SuperLite-II-XL-60\_GSA.pdf
-  superlite-ii-xl-sample-warranty.pdf
-  SuperClear-45-HS\_GSA.pdf
-  SuperLite-Care-Information.pdf
-  Interior G&G Schedule 1 22 2020 (1).pdf

11:29 AM

Kyle Rosinski updated the following package details:

- Package was marked as In Review
- Ball-in-court changed to Reviewer







11:29 AM



Kyle Rosinski updated the following package details:

- Changed Ball in court status to reviewer from manager
- Changed Reviewer Due Date to 2020-02-10 from None









11:29 AM

Kyle Rosinski uploaded 8 files

-  superclear-45-sample-warranty.pdf
-  superlite-i-sample-warranty.pdf
-  SuperLite-I\_GSA.pdf
-  SuperLite-II-XL-60\_GSA.pdf
-  superlite-ii-xl-sample-warranty.pdf
-  SuperClear-45-HS\_GSA.pdf

-  SuperLite-Care-Information.pdf
-  Interior G&G Schedule 1 22 2020 (1).pdf

Date  
Jan 22, 2020

- 10:13 AM  
Nick Mathews submitted 8 files
-  superclear-45-sample-warranty.pdf
  -  superlite-i-sample-warranty.pdf
  -  SuperLite-L\_GSA.pdf
  -  SuperLite-ii-XL-60\_GSA.pdf
  -  superlite-ii-xl-sample-warranty.pdf
  -  SuperClear-45-HS\_GSA.pdf
  -  SuperLite-Care-Information.pdf
  -  Interior G&G Schedule 1 22 2020 (1).pdf



# CHANGE ORDER REQUEST

DATE: 08/17/2021  
PCO#: 236

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:** RFI 195 F1-09 & D9-03 Climate Control  
**Proposed Scope of Work:** RFI 195 F1-09 & D9-03 Climate Control

The prices below are valid until **07/30/2021**.

Funding Source for Change Order:  
Granger/Megen GMP: \$6,948.00  
Owner Contingency: (\$6,948.00)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : RFI 195 F1-09 & D9-03 Climate Control Bonds	New		0000610-00		\$39.91
2 : RFI 195 F1-09 & D9-03 Climate Control Sub Bond Risk	New		0000620-00		\$66.52
3 : RFI 195 F1-09 & D9-03 Climate Control CM Fee	New		0000092-00		\$169.46
4 : RFI 195 F1-09 & D9-03 Climate Control Insurances	New		0000620-02		\$19.96
5 : RFI 195 F1-09 & D9-03 Climate Control Triton	New		0015000-00		\$6,147.60
6 : RFI 195 F1-09 & D9-03 Climate Control LEE	New		0016000-00		\$504.55
<b>Total:</b>					<b>\$6,948.00</b>

Submitted By:

Approved By:

  
\_\_\_\_\_  
Jason Woehrle                      08/17/2021  
Date

\_\_\_\_\_  
Tiffany Zindel                      Date  
Warren County

# GRANGER

ADVANCE THE ART OF BUILDING

## CHANGE ORDER REQUEST

Page 1

DATE: 08/17/2021  
PCO#: 236

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: RFI 195 F1-09 & D9-03 Climate Control  
Proposed Scope of Work: RFI 195 F1-09 & D9-03 Climate Control

The prices below are valid until 07/30/2021.

Funding Source for Change Order:  
Granger/Megen GMP: \$6,987.64  
Owner Contingency: (\$6,987.64)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : RFI 195 F1-09 & D9-03 Climate Control Bonds	New		0000610-00		\$39.91
2 : RFI 195 F1-09 & D9-03 Climate Control Sub Bond Risk	New		0000620-00		\$66.52
3 : RFI 195 F1-09 & D9-03 Climate Control CM Fee	New		0000092-00		\$169.46
4 : RFI 195 F1-09 & D9-03 Climate Control Insurances	New		0000620-02		\$19.96
5 : RFI 195 F1-09 & D9-03 Climate Control Triton	New		0015000-00		\$8,147.60
6 : RFI 195 F1-09 & D9-03 Climate Control LEE	New		0016000-00		\$504.55
<b>Total:</b>					<b>\$6,948.00</b>

Submitted By:

Approved By:

Jason Woehrle

08/17/2021  
Date

Tiffany Zindel  
Warren County

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

4/30/21

Warren County Jail  
LEE Job Number: 1019-1016  
PO Number: 10658  
Warren County  
Justice Dr.  
Lebanon, OH

Project:  
Warren County Jail

LEE CO No.:TBD  
Re :RFI #195 - Climate Control

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:	\$504.55
<u>Bond</u>	
CO Net:	\$504.55

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  
 Name Lebanon, OH  
 County Montgomery  
 Subcontractor Name and Address  
LAKE ERIE ELECTRIC, INC.  
360 INDUSTRIAL DRIVE  
FRANKLIN, OH 45005

Contractor's  
 Contract No. 1822-000121  
 Project No. \_\_\_\_\_ Phase Contr. No. \_\_\_\_\_  
 Change Order No. TBD for Changes  
 I.D. No. \_\_\_\_\_ Phase Contr. No. \_\_\_\_\_  
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion <sup>1</sup>	
Personnel Classification	Regular Rate		
Journeyman	6.00 hours x 31.00 /hour	_____ /hour	= <u>186.00</u>
Foreman	2.00 hours x 34.10 /hour	_____ /hour	= <u>68.20</u>
Gen Fore	_____ hours x 36.58 /hour	_____ /hour	= _____
PM	_____ hours x 80.00 /hour	_____ /hour	= _____
			Total (B) \$ <u>254.20</u>
B. Fringes - GC 7.7.2.3			
Journeyman	2.00 hours x 20.39 /hour	_____ /hour	= <u>40.78</u>
Foreman	_____ hours x 20.55 /hour	_____ /hour	= _____
Gen Fore	_____ hours x 20.67 /hour	_____ /hour	= _____
PM	_____ hours x _____ /hour	_____ /hour	= _____
			Total (C) \$ <u>40.78</u>
C. Allowable Payroll Expenses - GC 7.7.2.4			
Journeyman	6.00 hours x 7.01 /hour	_____ /hour	= <u>42.06</u>
Foreman	2.00 hours x 7.71 /hour	_____ /hour	= <u>15.42</u>
Gen Fore	_____ hours x 8.27 /hour	_____ /hour	= _____
PM	_____ hours x _____ /hour	_____ /hour	= _____
			Total (D) \$ <u>57.48</u>
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) \$ <u>86.28</u>
<u>Sub Total</u>			\$ <u>438.74</u>
H. Contractor Overhead and Profit GC 7.7.2.10 x 15.00%			Total (H) \$ <u>65.81</u>
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1			Total (I) \$ _____
J. Subcontractor Tier Markup x 5.00%			Total (J) \$ _____
K. Miscellaneous - GC 7.7.2.12			Total (K) \$ _____
1. Premium portion (labor and fringes) only for approved overtime			
- attach itemized supporting documentation <sup>2</sup>			
<b>Grand Total (Sub Total + H + I + J + K)</b>			\$ <b>504.55</b>

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: 937-743-1

Established 1952

WARREN COUNTY JAIL  
MATERIAL COMPILATION

FROM TAKEOFF	\$	86.28
	\$	-

NET MATERIAL TOTAL \$ 86.28

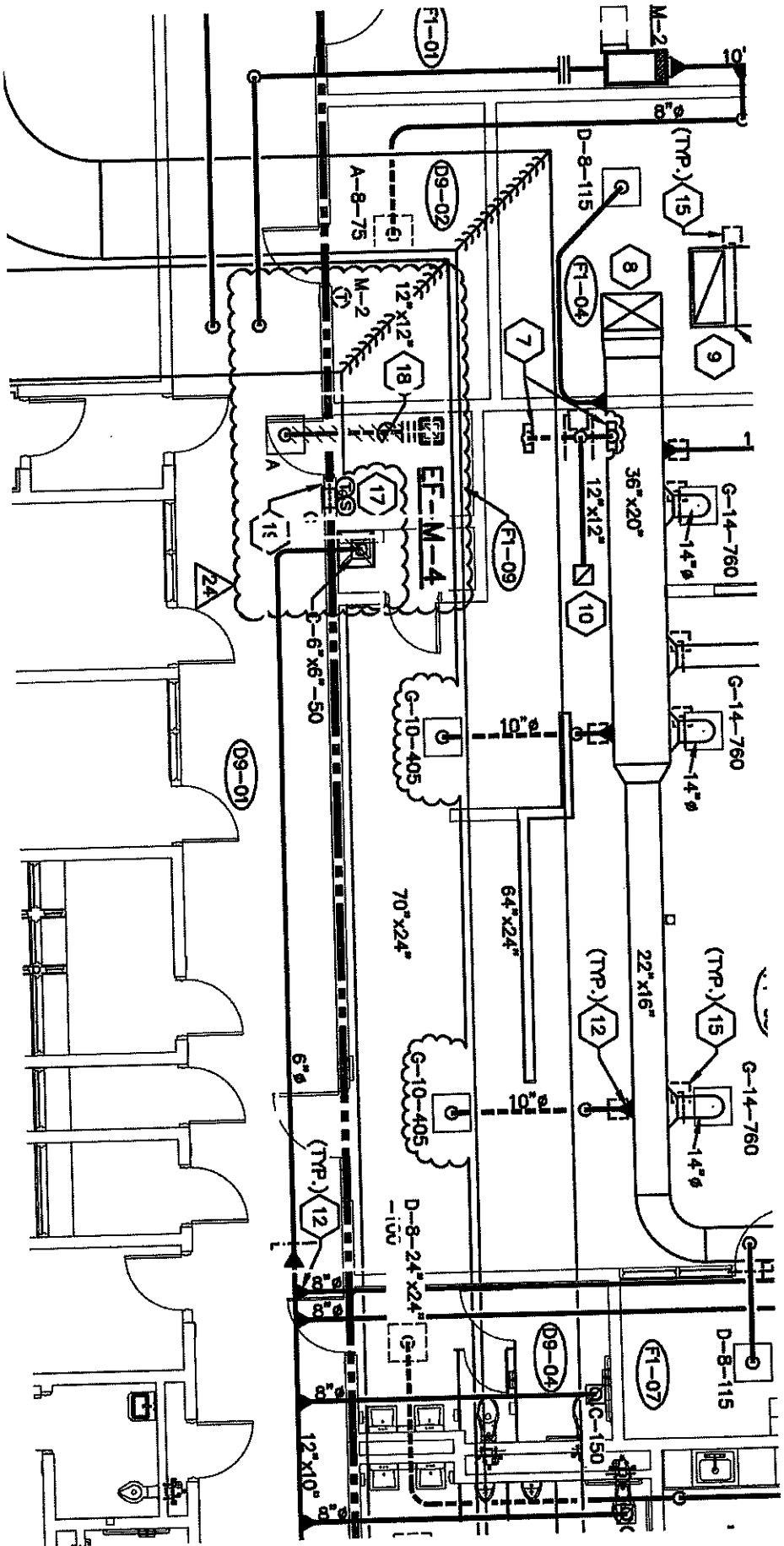
Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	50C		47.25	5.50C		2.75
2 3/4" COUPLINGSS STL - EMT	5C		1.13	0.00C		0.00
3 3/4" CONNSSL STL INSUL - EMT	2C		0.57	15.00C		0.30
4 3/4" 1-H STRAP - EMT - STEEL	6C		1.24	8.10C		0.49
5 1/2" FLEX - ALUMINUM	3C		1.34	4.50C		0.14
6 1/2" CONNFLEXDCSQUEEZE STRAIGHT	2C		0.95	15.00C		0.30
7 #12THNBLACK	165M		30.32	7.73M		1.28
8 WIRE CONNRED (#16TO#10)	3C		0.49	10.50C		0.32
9 4x1 1/2" SQ BOX COMB KO	1C		0.65	34.50C		0.34
10 4" SQBLANKCOVER	1C		0.28	3.75C		0.04
11 #8 TO#10x 7/8 PLAS ANCHOR (3/16)	8C		0.57	9.00C		0.72
12 #10x1 P/H SELF-TAP SCREW	8C		0.44	4.50C		0.36
13 #1/2ZC+GRDMOTOR TERM	1E		0.00	0.74E		0.74
14 #12WIREPOWER TERM	3E		1.05	0.14E		0.42
Totals	258		86.28			8.18



8162 Duke Boulevard  
Mason, Ohio 45040  
Ph 513-679-6800 Fax 513-679-6830

**CHANGE ORDER ESTIMATE RECAP**

<b>Job Number:</b>	194385		<b>DATE:</b>	8/9/2021	<b>C.O.#</b>	23-02_TS_CO-018
<b>Project Name:</b>	Warren County Jail Project					
<b>Job Description:</b>	WCJ - RFI 195 Climate Control for F1-09 and D9-03 and 6" diam. ductwork in hallway					
DESCRIPTION OF COSTS	LABOR			MATERIAL		Note
	ST mh's	OT mh's	Rate	Cost	Cost	
1 PM				\$ -	\$ -	
2 General Foreman				\$ -	\$ -	
3 Foreman	8		\$ 68.75	\$ 550.00	\$ -	
4 Pipe Fitters Labor				\$ -	\$ -	
5 Sheet Metal Labor	8		\$ 59.75	\$ 478.00	\$ -	
6 Coordination				\$ -	\$ -	
7 Equip./tool rentals*				\$ -	\$ 1,909.00	
8 Material				\$ -	\$ 100.00	
9 Owned Equipment:				\$ -	\$ -	
10 Expendables*				\$ -	\$ 80.00	
11 Trucking				\$ -	\$ -	
12 Parking / Travel				\$ -	\$ -	
<b>13 Subtotal Labor &amp; Material:</b>						<b>\$ 3,117.00</b>
14 Subcontracts:	Midwest Cut & Core					\$ 900.00
15 Subcontracts:	Schneider Electric, Digital Energy					\$ 1,541.00
16 Subcontracts:						\$ -
17						\$ -
18						\$ -
19						\$ 2,441.00
<b>20 Subtotal Subcontracts:</b>						<b>\$ 433.75</b>
21 Overhead	Subs	Mat'l / Labor				\$ 155.85
	5%	10%				
22 Profit	5%					\$ 6,147.60
<b>23 TOTAL COST &amp; PROFITS BEFORE BONDS AND OTHER COST:</b>						<b>\$ -</b>
24 Bond	0.00%					\$ -
25 Miscellaneous (Safety,...)	0.00%					\$ -
26 Sales Tax (* expendables and rentals taxable on public work)				Private Work	Public Work	\$ -
				0.00%	0.00%	
27 Permits	HVAC:	\$ -	Press. Piping:	\$ -	Boiler:	\$ -
						\$ 6,147.60
<b>28 TOTAL PRICE OF CHANGE PROPOSAL:</b>						
29 Extension of Time due to this Change Order is:				Workdays	<input checked="" type="checkbox"/>	Deferred
				Overtime	<input type="checkbox"/>	Shiftwork
30 This proposal based on:	<input checked="" type="checkbox"/>	Straight Time				
31 This proposal is void unless a written Change Order or written Notification to Proceed is received by:		(30 calendar days if no date shown)				
32 Extended Overhead Cost:		Included		Deferred	<input checked="" type="checkbox"/>	N / A
<b>COMMENTS:</b>	Work performed/ to be performed highlighted in yellow attached.					



**Basem Fallatah**

---

**From:** Steve Forbeck <steve@controlled-air.com>  
**Sent:** Monday, August 9, 2021 12:19 PM  
**To:** Basem Fallatah  
**Subject:** RE: Warren County Jail - RFI #195 - Climate Control in F1-09 & D9-03

*Thank you!*

*Steve Forbeck*

**Controlled Air Inc.**  
12009 Tramway Dr.  
Cincinnati, OH 45241  
(O) 513-981-2734  
(M) 513-309-5128

---

**From:** Basem Fallatah <bfallatah@tritonservicesinc.com>  
**Sent:** Monday, August 9, 2021 11:50 AM  
**To:** Steve Forbeck <steve@controlled-air.com>  
**Subject:** RE: Warren County Jail - RFI #195 - Climate Control in F1-09 & D9-03

Steve,

This was another changes to previously quoted materials that we need to verify, please see below required materials:

- (1 off) GC720 ceiling exhaust fan EF-M-4 600 CFM @ 0.25, field wired speed controller, isolators and thermostat. 555.00
  - (1 off) 6x6 exhaust register Tag C Model 350RL \$22.00
  - (1 off) 12x12 exhaust register Tag C Model 350RL, with fire damper access to be through grille. 12x12 350RL 40.00 net each (1)
  - 12x12 fire dampers no sleeve type A \$52.00 net each
  - (1 off) 12x12 wall exhaust register Tag C Model 350RL, ~~grille on both side~~ no fire damper. ~~So I assume you want (2) 12x12 grilles~~
- ~~\$104.00~~ \$52.00

Please let me know if you need more info.

Thank you

**Basem Fallatah PMP, MSc**

# Proposal

# HABEGGER

925 Redna Terrace Cincinnati, OH 45215

Materials for  
bulletin 24  
RFI#195.2

Project Name **Warren Co Jail - RFI 195 Quote**  
 Quote # **061-35276**  
 Date **6/15/2021**  
 Plans **Material List**  
 Specification **Base Bid**  
 Addenda **RFI 195 Revised**

PRESSURE CLASS	MATERIAL	CONNECTORS
<input type="checkbox"/> 1" WG POS	<input checked="" type="checkbox"/> GALVANIZED	<input checked="" type="checkbox"/> SLIP & DRIVE
<input checked="" type="checkbox"/> 2" WG POS	<input type="checkbox"/> 304 STAINLESS	<input type="checkbox"/> TDF/TDC/TDX
<input type="checkbox"/> 3" WG POS	<input type="checkbox"/> 316 STAINLESS	<input type="checkbox"/> WELD FLANGE
<input type="checkbox"/> 4" WG POS	<input type="checkbox"/> ALUMINUM	<input type="checkbox"/> COUPLINGS/SLIP
<input type="checkbox"/> 6" WG POS	<input type="checkbox"/> PAINTGRIP	<input type="checkbox"/> ACCUFLANGE
<input type="checkbox"/> 10" WG POS	<input type="checkbox"/> BLACK IRON	<b>TAP TYPE</b>
<input type="checkbox"/>	<input type="checkbox"/> PCD-POLY COATED	<input type="checkbox"/> "A" COLLAR
<input type="checkbox"/> 1" WG NEG	<b>ROUND &amp; OVAL PIPE</b>	<input type="checkbox"/> AIR-TITE
<input checked="" type="checkbox"/> 2" WG NEG	<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> CONICAL
<input type="checkbox"/> 3" WG NEG	<input type="checkbox"/> SPIRAL	<input type="checkbox"/> H.E.T.O.
<input type="checkbox"/> 4" WG NEG	<input type="checkbox"/> WELDED SEAM	<input type="checkbox"/> DAMPERS
<input type="checkbox"/> 6" WG NEG	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> SCOOPS
<input type="checkbox"/> 10" WG NEG	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input type="checkbox"/> STAND-OFFS
<b>SEAMS</b>	<b>ROUND &amp; OVAL FITTINGS</b>	<b>MISCELLANEOUS</b>
<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> SNAP LOCK	<input checked="" type="checkbox"/> LINER
<input checked="" type="checkbox"/> PITTSBURGH	<input type="checkbox"/> SPIRAL	<input type="checkbox"/> HANGER STRAP
<input type="checkbox"/> WELDED	<input type="checkbox"/> WELDED SEAM	<input checked="" type="checkbox"/> DELIVERY
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> B-VENT
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input checked="" type="checkbox"/> 24GA MINIMUM

	Linear Ft.	# Fittings	Weight
Rectangular	12	4	114
Round	0	0	0
Oval	0	0	0
	12		114

Total Fabrication Cost \$ 661

**Additional Items:**  
 30' of Hanger strap \$ 5  
 Basic Dust Protection \$ 17

**NOTE: Quote is good for 30 days. After 30 days, ALL quotes are subject to change due to the price fluctuations in the steel market**

**Quote Includes:**

- \*Canvas flex connectors on motor driven equipment
- \*1 job site deliveries. Additional charges may apply beyond contract deliveries. All unloading and spotting to be done by contractor
- \*Drops are figured 6' from top of curb. Floor to deck is figured 15'-0"
- \*Deep boxes for return and exhaust air devices.

**Unless otherwise noted, this proposal excludes:** Taxes, linear diffuser plenums, dampers, access doors, roof curbs, roof caps, sleeves, framing angle, hangers, liner not shown, insulation, shop assembly of duct sections, drain pans, capping of ends for dust protection, flue, duct sealant, loose DuctMate frames, Shop Angle, Escutcheons/Beauty Rings, Addition Screws/Fasteners.

- \*Lead time is 10 business days. Lead time is subject to change without notice
- \*Expedite fees may apply for rush delivery
- \*Piece Numbered Drawings are \$ 300.00 per 1/4" Scale Drawing. These are considered drawing strips.

Mike Frazier  
 (513) 761-0383  
[mikefrazier@habeggercorp.com](mailto:mikefrazier@habeggercorp.com)

By signing below, you are accepting this proposal as listed in scope and cost.

Sign	Print	PO#	Date
------	-------	-----	------





## Midwest Cut & Core

Concrete Sawing, Drilling & Sales

2978 Hamilton Scipio Rd

Hamilton Ohio

513-497-5816

Bid To: Triton Services, Inc.  
Attn: Basem Fallatah  
Project: Warren County Jail Project.  
Phone: 513-309-3642  
Email: bfallatah@triton-services-inc.com  
Date: 04/23/2021

for core drill  
hole for  
ductwork to  
room D9-03

- Core drill a 9" diameter hole x 8" wall. \$100.00 Each
- Core drill a 7" diameter hole x 8" wall. \$75.00 Each

The above price is based on performing work during regular eight-hour day shifts, Monday through Friday. If any time other than mentioned is required there will be an additional overtime charge of \$25.00 per hour per man for Saturday and an additional double time charge of \$50.00 per hour per man for Sunday. The above prices include all slurry staying on the job site. The General Contractor is responsible for the laying out of all work, traffic control, removal of all concrete, contacting all utilities and cleaning off the work area prior to our arrival. Down time will be charged at \$95.00 per hour per man (Down time is work that cannot be performed due to any reason that is not our own.) Minimum charge for this project \$300.00

Thank you for allowing us to quote the above project. If you have any questions, please call 513-497-5816

Best Regards,  
David Dorst  
513-497-5816

The information contained in this fax may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply fax and destroy all copies of the original message.

# Proposal **HABEGGER**

925 Redna Terrace Cincinnati, OH 45215

Materials for round  
ductwork in  
hallway to room  
D9-03 Completed  
previously  
RFI#195

Project Name **WCJ - RFI 195**  
 Quote # **041-34767**  
 Date **4/22/2021**  
 Plans **Material List**  
 Specification **Base Bid**  
 Addenda **RFI-195**

PRESSURE CLASS	MATERIAL	CONNECTORS
<input type="checkbox"/> 1" WG POS	<input checked="" type="checkbox"/> GALVANIZED	<input checked="" type="checkbox"/> SLIP & DRIVE
<input checked="" type="checkbox"/> 2" WG POS	<input type="checkbox"/> 304 STAINLESS	<input type="checkbox"/> TDF/TDC/TDX
<input type="checkbox"/> 3" WG POS	<input type="checkbox"/> 316 STAINLESS	<input type="checkbox"/> WELD FLANGE
<input type="checkbox"/> 4" WG POS	<input type="checkbox"/> ALUMINUM	<input checked="" type="checkbox"/> COUPLINGS/SLIP
<input type="checkbox"/> 6" WG POS	<input type="checkbox"/> PAINTGRIP	<input type="checkbox"/> ACCUFLANGE
<input type="checkbox"/> 10" WG POS	<input type="checkbox"/> BLACK IRON	<b>TAP TYPE</b>
<input type="checkbox"/>	<input type="checkbox"/> PCD-POLY COATED	<input type="checkbox"/> "A" COLLAR
<input type="checkbox"/> 1" WG NEG	<b>ROUND &amp; OVAL PIPE</b>	<input checked="" type="checkbox"/> AIR-TITE
<input checked="" type="checkbox"/> 2" WG NEG	<input type="checkbox"/> SNAP LOCK	<input checked="" type="checkbox"/> CONICAL
<input type="checkbox"/> 3" WG NEG	<input checked="" type="checkbox"/> SPIRAL	<input type="checkbox"/> H.E.T.O.
<input type="checkbox"/> 4" WG NEG	<input type="checkbox"/> WELDED SEAM	<input checked="" type="checkbox"/> DAMPERS
<input type="checkbox"/> 6" WG NEG	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> SCOOPS
<input type="checkbox"/> 10" WG NEG	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input checked="" type="checkbox"/> STAND-OFFS
<b>SEAMS</b>	<b>ROUND &amp; OVAL FITTINGS</b>	<b>MISCELLANEOUS</b>
<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> LINER
<input checked="" type="checkbox"/> PITTSBURGH	<input checked="" type="checkbox"/> SPIRAL	<input type="checkbox"/> HANGER STRAP
<input type="checkbox"/> WELDED	<input type="checkbox"/> WELDED SEAM	<input checked="" type="checkbox"/> DELIVERY
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> B-VENT
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input checked="" type="checkbox"/> 24GA MINIMUM

Rectangular  
Round  
Oval

Linear Ft.	# Fittings
0	2
50	4
0	0
50	
<b>\$ 422</b>	

Weight
9
95
0
104

Total Fabrication Cost

**Additional Items:**

100' of Hanger strap	\$ 18
Basic Dust Protection	\$ 11
Add for AMERIFLEX R4.2 (198) flex duct - 5' per diffuser, 2' per VAV	\$ 54

**NOTE: Quote is good for 30 days. After 30 days, ALL quotes are subject to change due to the price fluctuations in the steel market**

**Quote Includes:**

- \*Canvas flex connectors on motor driven equipment
- \*1 job site deliveries. Additional charges may apply beyond contract deliveries. All unloading and spotting to be done by contractor
- \*Drops are figured 6' from top of curb. Floor to deck is figured 15'-0"
- \*Deep boxes for return and exhaust air devices.

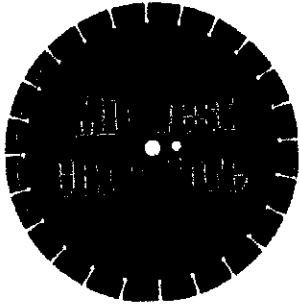
**Unless otherwise noted, this proposal excludes:** Taxes, linear diffuser plenums, dampers, access doors, roof curbs, roof caps, sleeves, framing angle, hangers, liner not shown, insulation, shop assembly of duct sections, drain pans, capping of ends for dust protection, flue, duct sealant, loose DuctMate frames, Shop Angle, Escutcheons/Beauty Rings, Addition Screws/Fasteners.

- \*Lead time is 10 business days. Lead time is subject to change without notice
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- \*Piece Numbered Drawings are \$ 300.00 per 1/4" Scale Drawing. These are considered drawing strips.

Mike Frazier  
 (513) 761-0383  
[mikefrazier@habeggercorp.com](mailto:mikefrazier@habeggercorp.com)

By signing below, you are accepting this proposal as listed in scope and cost.

Sign	Print	PO#	Date
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## Midwest Cut & Core

Concrete Sawing, Drilling & Sales

2978 Hamilton Scipio Rd

Hamilton Ohio

513-497-5816

Bid To: Triton Services, Inc.  
Attn: Basem Fallatah  
Project: Warren County Jail Project.  
Phone: 513-309-3642  
Email: bfallatah@triton-services-inc.com  
Date: 06/17/2021

for Cuts through  
wall of room  
F1-09  
Bulletin # 24  
RFI#195.2

- Hand saw a 15" x 15" opening x 8" wall. \$300.00 Each
- Hand saw a 13" x 13" opening x 8" wall. \$300.00 Each

The above price is based on performing work during regular eight-hour day shifts, Monday through Friday. If any time other than mentioned is required there will be an additional overtime charge of \$25.00 per hour per man for Saturday and an additional double time charge of \$50.00 per hour per man for Sunday. The above prices include all slurry staying on the job site. The General Contractor is responsible for the laying out of all work, traffic control, removal of all concrete, contacting all utilities and cleaning off the work area prior to our arrival. Down time will be charged at \$95.00 per hour per man (Down time is work that cannot be performed due to any reason that is not our own.) Minimum charge for this project \$300.00

Thank you for allowing us to quote the above project. If you have any questions, please call 513-497-5816

Best Regards,  
David Dorst  
513-497-5816

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Date: 6/25/21 ~Rev-1~

To: Basem Fallatah  
Triton Services, Inc  
8162 Duke Blvd  
Mason, OH 45040  
Phone: (513) 309-3642  
Email: [BFallatah@triton-services-inc.com](mailto:BFallatah@triton-services-inc.com)

From: Ron Epp  
Schneider Electric, Digital Energy  
9928 Windisch Rd  
West Chester, Oh 45069  
Phone: (513) 518-3927  
Email: [Ron.Epp@SE.com](mailto:Ron.Epp@SE.com)

Project: Warren County Jail RFI 195, Bull-24: IT Closet BAS Controls with Breakdown

Location: Warren County Jail, Lebanon, OH 45036

Basem,

Schneider Electric proposes to provide labor and materials required to add new control and monitoring BAS points for the IT Closet per RFI 195 & Bulletin 24.

Our scope of work includes providing a line voltage thermostat for control of the exhaust fan. The line voltage stat shall be provided to the electrical contractor for installation and wiring. We also include providing and installing a new Room Temperature Sensor to monitor room conditions within the space. The new temperature sensor shall be programmed and configured to alarm to the front end should the temperature go beyond owner-defined setpoints.

**This Proposal Includes:**

1. (1) Line Voltage SPST Cooling Thermostat
2. (1) STR500 Room Temperature Sensor
3. (1-Lot) Control & Monitoring Cable, Fittings & Fasteners
4. System Engineering (As-built Documentation)
5. System Programming and Graphical Development Adds
6. System Installation
7. System Operational Check Out
8. Applicable Freight on Materials

**Clarifications:**

1. Permits of any kind are not included within this proposal
2. Proposal does not include sales tax for applicable materials
3. Control wiring to be plenum-rated cable and installed neatly above accessible ceilings or installed in EMT conduit where exposed
4. All new materials/equipment provided by Schneider Electric shall be warranted against defects in materials & workmanship for a period of (1) one year. Repairs are warranted for a period of 30 days.
5. All work is based upon being performed during normal business hours (Mon-Fri) at standard wage rates.
6. Proposal does *not* include provisions and installation of work outside the scope of this quote.
7. Proposal is valid for a period of 60 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues
8. Payment terms are lump sum NET 30 days from date of invoice

Total Proposed Investment:

\$1,541.00

-Total Materials:     \$374  
-Total Labor:         \$1,167

If you have questions or require clarification, please feel free to contact me at any time.  
We sincerely appreciate the opportunity to work on this project with you.

Best regards,  
**Schneider Electric – Digital Energy**

*Ron Epp*

Systems Account Manager

(513) 518-3927 Mobile

Ron.Epp@SE.com

## TERMS AND CONDITIONS OF SALE

900512PITC R05/26/20

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

- 1. Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- 2. Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1 1/4% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for the less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.  
Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
- 3. Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- 4. Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
- 5. Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
- 6. Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
- 7. Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
15. **Disclaimer:** Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.



# CHANGE ORDER REQUEST

DATE: 07/20/2021  
PCO#: 236

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 Woehrie  
Granger Construction Company  
6267 Aurelius Road  
Lansing, MI 48911  
**Phone:**  
**Fax:**  
**Email:** jwoehrie@grangerconstruction.com

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

**Default for PCO: RFI 195 F1-09 & D9-03 Climate Control**  
**Proposed Scope of Work: RFI 195 F1-09 & D9-03 Climate Control**

The prices below are valid until 07/30/2021.

Funding Source for Change Order:  
Granger/Megen GMP: \$6,987.64  
Owner Contingency: (\$6,987.64)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : RFI 195 F1-09 & D9-03 Climate Control Bonds	New		0000610-00		\$40.14
2 : RFI 195 F1-09 & D9-03 Climate Control Sub Bond Risk	New		0000620-00		\$66.90
3 : RFI 195 F1-09 & D9-03 Climate Control CM Fee	New		0000092-00		\$170.43
4 : RFI 195 F1-09 & D9-03 Climate Control Insurances	New		0000620-02		\$20.07
5 : RFI 195 F1-09 & D9-03 Climate Control Triton	New		0015000-00		\$6,185.55
6 : RFI 195 F1-09 & D9-03 Climate Control LEE	New		0016000-00		\$504.55
<b>Total:</b>					<b>\$6,987.64</b>

Submitted By:

Approved By:

\_\_\_\_\_  
Jason Woehrie                      07/20/2021  
Date

\_\_\_\_\_  
Tiffany Zindel  
Warren County                      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

4/30/21

Warren County Jail  
LEE Job Number: 1019-1016  
PO Number: 10658  
Warren County  
Justice Dr.  
Lebanon, OH

Project:  
Warren County Jail

LEE CO No.: TBD  
Re :RFI #195 - Climate Control

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: \$504.55

Bond

CO Net: \$504.55

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: 22730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail  
 Name Lebanon, OH  
 County Montgomery  
 Subcontractor Name and Address  
 LAKE ERIE ELECTRIC, INC.  
 360 INDUSTRIAL DRIVE  
 FRANKLIN, OH 45005

Contractor's  
 Contract No. 1822-000121  
 Project No. Phase Contr. No.  
 Change Order No. TBD for Changes  
 I.D. No. Phase Contr. No.  
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion <sup>1</sup>	
Personnel Classification	Regular Rate		
Journeyman 6.00 hours x 31.00 /hour		/hour	= 186.00
Foreman 2.00 hours x 34.10 /hour		/hour	= 68.20
Gen Fore _____ hours x 36.58 /hour		/hour	= _____
PM _____ hours x 80.00 /hour		/hour	= _____
			Total (B) \$ 254.20
B. Fringes - GC 7.7.2.3			
Journeyman 2.00 hours x 20.39 /hour		/hour	= 40.78
Foreman _____ hours x 20.55 /hour		/hour	= _____
Gen Fore _____ hours x 20.67 /hour		/hour	= _____
PM _____ hours x _____ /hour		/hour	= _____
			Total (C) \$ 40.78
C. Allowable Payroll Expenses - GC 7.7.2.4			
Journeyman 6.00 hours x 7.01 /hour		/hour	= 42.06
Foreman 2.00 hours x 7.71 /hour		/hour	= 15.42
Gen Fore _____ hours x 8.27 /hour		/hour	= _____
PM _____ hours x _____ /hour		/hour	= _____
			Total (D) \$ 57.48
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) \$ 86.28
<b>Sub Total</b>			\$ 438.74
H. Contractor Overhead and Profit GC 7.7.2.10 x 15.00%			Total (H) \$ 65.81
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1			Total (I) \$ _____
J. Subcontractor Tier Markup x 5.00%			Total (J) \$ _____
K. Miscellaneous - GC 7.7.2.12			Total (K) \$ _____
1. Premium portion (labor and fringes) only for approved overtime - attach itemized supporting documentation <sup>2</sup>			
<b>Grand Total (Sub Total + H + I + J + K)</b>			\$ 584.55

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.



Established 1952

# Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005

Phone: 937-743-1220

Fax: 937-743-1

## WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

\$ 86.28

\$ -

NET MATERIAL TOTAL \$ 86.28

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	50C		47.25		5.50C	2.75
2 3/4" COUPLINGSS STL - EMT	5C		1.13		0.00C	0.00
3 3/4" CONN SSS STL INSUL - EMT	2C		0.57		15.00C	0.30
4 3/4" 1-H STRAP - EMT - STEEL	6C		1.24		8.10C	0.49
5 1/2" FLEX - ALUMINIUM	3C		1.34		4.50C	0.44
6 1/2" CONN FLEX DC SQUEEZE STRAIGHT	2C		0.95		15.00C	0.30
7 #12 THIN BLACK	165M		30.32		7.73M	1.28
8 WIRE CONN RED (#16 TO #10)	3C		0.49		10.50C	0.32
9 4x1 1/2" SQ BOX COMB KO	1C		0.65		34.50C	0.34
10 4" SQ BLANK COVER	1C		0.28		3.75C	0.04
11 #8 TO #10x 7/8 PLAS ANCHOR (3/16)	8C		0.57		9.00C	0.72
12 #10x1 P/H SELF-TAP SCREW	8C		0.44		4.50C	0.36
13 #12/2C+GRD MOTOR TERM	1E		0.00		0.74E	0.74
14 #12 WIRE POWER TERM	3E		4.05		0.14E	0.42
<b>Totals</b>	<b>258</b>		<b>86.28</b>			<b>8.18</b>

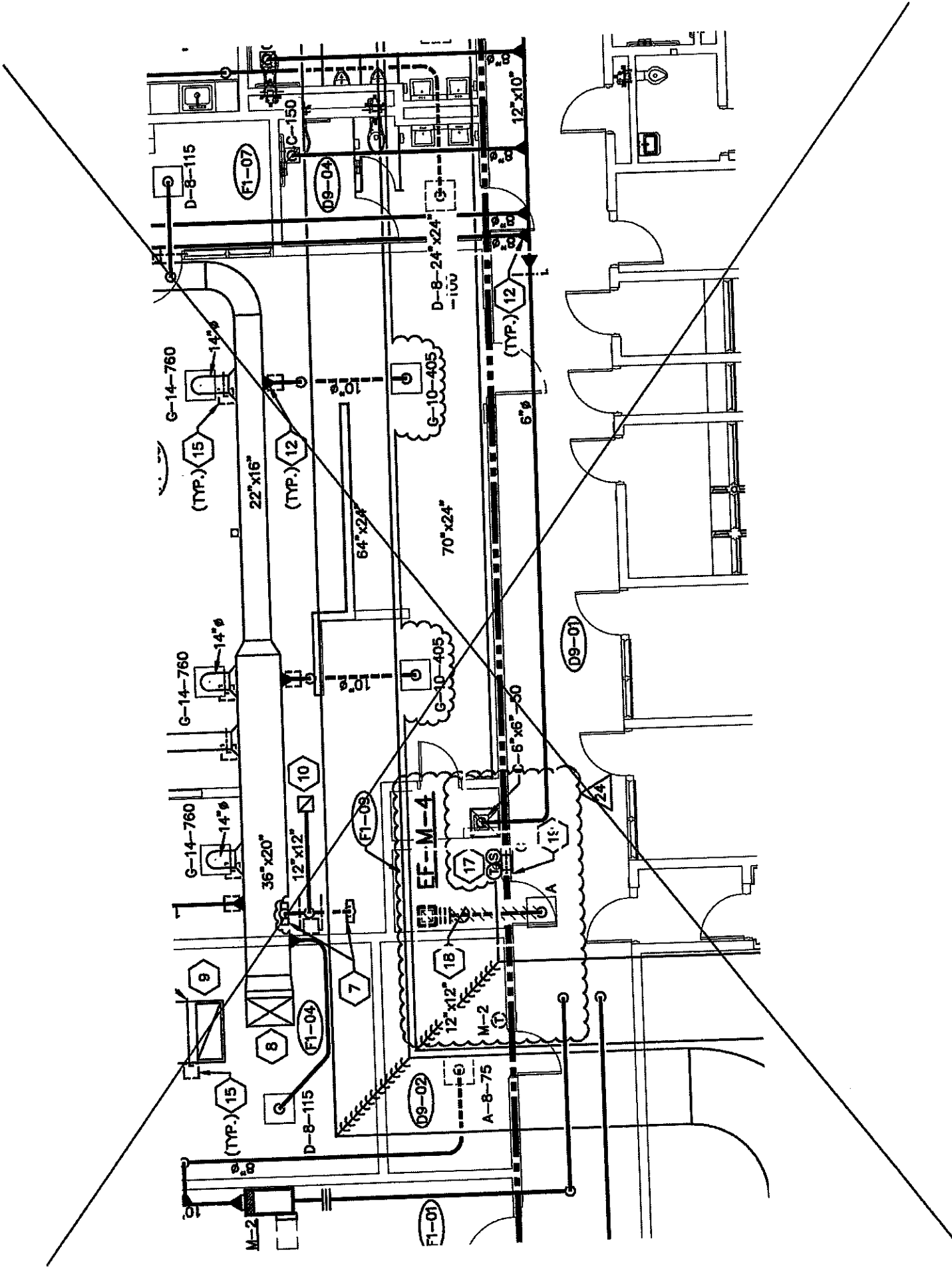


**Tritonservices, inc.**

8162 Duke Boulevard  
Mason, Ohio 45040  
Ph 513-679-6800 Fax 513-679-6830

**CHANGE ORDER ESTIMATE RECAP**

<b>Job Number:</b>	194385	<b>DATE:</b>	6/28/2021	<b>C.O.#</b>	23-02_TS_CO-018	
<b>Project Name:</b>	Warren County Jail Project					
<b>Job Description:</b>	WCJ - RFI 195 Climate Control for F1-09 and D9-03 and 6" diam. ductwork in hallway					
DESCRIPTION OF COSTS	LABOR			MATERIAL		Note
	ST mh's	OT mh's	Rate	Cost	Cost	
1 PM				\$ -	\$ -	
2 General Foreman				\$ -	\$ -	
3 Foreman	8		\$ 68.75	\$ 550.00	\$ -	
4 Pipe Fitters Labor				\$ -	\$ -	
5 Sheet Metal Labor	8		\$ 59.75	\$ 478.00	\$ -	
6 Coordination				\$ -	\$ -	
7 Equip./tool rentals*				\$ -	\$ 1,942.00	
8 Material				\$ -	\$ 100.00	
9 Owned Equipment:				\$ -	\$ -	
10 Expendables*				\$ -	\$ 80.00	
11 Trucking				\$ -	\$ -	
12 Parking / Travel				\$ -	\$ -	
<b>13 Subtotal Labor &amp; Material:</b>						<b>\$ 3,150.00</b>
14 Subcontracts:	Midwest Cut & Core					\$ 900.00
15 Subcontracts:	Schneider Electric, Digital Energy					\$ 1,541.00
16 Subcontracts:						\$ -
17						\$ -
18						\$ -
19						\$ 2,441.00
<b>20 Subtotal Subcontracts:</b>						<b>\$ 437.05</b>
21 Overhead	Subs	Mat'l / Labor				\$ 157.50
	5%	10%				
22 Profit	5%					\$ 6,185.55
<b>23 TOTAL COST &amp; PROFITS BEFORE BONDS AND OTHER COST:</b>						<b>\$ -</b>
24 Bond	0.00%					\$ -
25 Miscellaneous (Safety,...)	0.00%					\$ -
26 Sales Tax (* expendables and rentals taxable on public work)				Private Work	Public Work	\$ -
				0.00%	0.00%	
27 Permits	HVAC:	\$ -	Press. Piping:	\$ -	Boiler:	\$ -
						\$ 6,185.55
<b>28 TOTAL PRICE OF CHANGE PROPOSAL:</b>						
29 Extension of Time due to this Change Order is:				Workdays	<input checked="" type="checkbox"/>	Deferred
30 This proposal based on:	<input checked="" type="checkbox"/>	Straight Time		Overtime		Shiftwork
31 This proposal is void unless a written Change Order or written Notification to Proceed is received by:						(30 calendar days if no date shown)
32 Extended Overhead Cost:		Included		Deferred	<input checked="" type="checkbox"/>	N / A
<b>COMMENTS:</b>	Work performed/ to be performed highlighted in yellow attached.					



**Basem Fallatah**

**From:** Steve Forbeck <steve@controlled-air.com>  
**Sent:** Thursday, June 17, 2021 4:03 PM  
**To:** Basem Fallatah  
**Subject:** RE: Warren County Jail - RFI #195 - Climate Control in F1-09 & D9-03

See below.

*Thank you!*

**Steve Forbeck**

**Controlled Air Inc.**  
12009 Tramway Dr.  
Cincinnati, OH 45241  
(O) 513-981-2734  
(M) 513-309-5128

**From:** Basem Fallatah <bfallatah@tritonservicesinc.com>  
**Sent:** Thursday, June 17, 2021 3:34 PM  
**To:** Steve Forbeck <steve@controlled-air.com>  
**Subject:** FW: Warren County Jail - RFI #195 - Climate Control in F1-09 & D9-03

Steve,

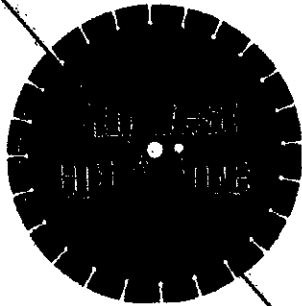
Another change for this quote please send me price breakdown on the following:

- (1) GC720 ceiling exhaust fan EF-M-4 600 CFM @ 0.25, field wired speed controller, isolators and thermostat \$570.00
- (1) 6x6 exhaust register Tag C Model 350RL \$20.00
- (1) 12x12 exhaust register Tag C Model 350RL \$34.00
- (1) 24x24 exhaust register Tag A TITUS Model TMSA with fire damper, access to be through grille. These would be what is referred is as a ceiling radiation damper 130.00

All pricing is unit pricing. Freight is not included. Items are in stock and can be placed in will call

Thank you

**Basem Fallatah** PMP, MSc  
Project Management  
Triton Services, Inc.  
8162 Duke Boulevard  
Mason, OH 45040  
Cell: 513-309-3642  
[bfallatah@tritonservicesinc.com](mailto:bfallatah@tritonservicesinc.com)



**Midwest Cut & Core**  
**Concrete Sawing, Drilling & Sales**  
**2978 Hamilton Scipio Rd**  
**Hamilton Ohio**  
**513-497-5816**

Bld To: Triton Services, Inc.  
Attn: Basem Fallatah  
Project: Warren County Jail Project.  
Phone: 513-309-3642  
Email: bfallatah@triton-services-inc.com  
Date: 04/23/2021

for core drill  
hole for  
ductwork to  
room D9-03

- Core drill a 9" diameter hole x 8" wall, \$100.00 Each
- Core drill a 7" diameter hole x 8" wall, \$75.00 Each

The above price is based on performing work during regular eight-hour day shifts, Monday through Friday. If any time other than mentioned is required there will be an additional overtime charge of \$25.00 per hour per man for Saturday and an additional double time charge of \$50.00 per hour per man for Sunday. The above prices include all slurry staying on the job site. The General Contractor is responsible for the laying out of all work, traffic control, removal of all concrete, contacting all utilities and cleaning off the work area prior to our arrival. Down time will be charged at \$95.00 per hour per man (Down time is work that cannot be performed due to any reason that is not our own.) Minimum charge for this project \$300.00

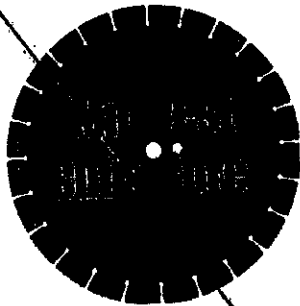
Thank you for allowing us to quote the above project. If you have any questions, please call 513-497-5816

Best Regards,  
David Dorst  
513-497-5816

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## Midwest Cut & Core

Concrete Sawing, Drilling & Sales

2978 Hamilton Scipio Rd

Hamilton Ohio

513-497-5816

Bid To: Triton Services, Inc.  
Attn: Basem Fallatah  
Project: Warren County Jail Project.  
Phone: 513-309-3642  
Email: bfallatah@tritonservicesinc.com  
Date: 06/17/2021

for Cuts through  
wall of room  
F1-09  
Bulletin # 24  
RFI#195.2

- Hand saw a 15" x 15" opening x 8" wall. \$300.00 Each
- Hand saw a 13" x 13" opening x 8" wall. \$300.00 Each

The above price is based on performing work during regular eight-hour day shifts, Monday through Friday. If any time other than mentioned is required there will be an additional overtime charge of \$25.00 per hour per man for Saturday and an additional double time charge of \$50.00 per hour per man for Sunday. The above prices include all slurry staying on the job site. The General Contractor is responsible for the laying out of all work, traffic control, removal of all concrete, contacting all utilities and cleaning off the work area prior to our arrival. Down time will be charged at \$95.00 per hour per man (Down time is work that cannot be performed due to any reason that is not our own.) Minimum charge for this project \$300.00

Thank you for allowing us to quote the above project. If you have any questions, please call 513-497-5816

Best Regards,  
David Dorst  
513-497-5816

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# Proposal

# HABEGGER

925 Redna Terrace Cincinnati, OH 45215

Materials for  
bulletin 24  
RFI#195.2

Project Name  
Quote #  
Date  
Plans  
Specification  
Addenda

Warren Co Jail - RFI 195 Quote  
**061-35276**  
6/15/2021  
Material List  
Base Bid  
RFI 195 Revised

PRESSURE CLASS	MATERIAL	CONNECTORS
<input type="checkbox"/> 1" WG POS	<input checked="" type="checkbox"/> GALVANIZED	<input checked="" type="checkbox"/> SLIP & DRIVE
<input checked="" type="checkbox"/> 2" WG POS	<input type="checkbox"/> 304 STAINLESS	<input type="checkbox"/> TDF/TDC/TDX
<input type="checkbox"/> 3" WG POS	<input type="checkbox"/> 316 STAINLESS	<input type="checkbox"/> WELD FLANGE
<input type="checkbox"/> 4" WG POS	<input type="checkbox"/> ALUMINUM	<input type="checkbox"/> COUPLINGS/SLIP
<input type="checkbox"/> 6" WG POS	<input type="checkbox"/> PAINTGRIP	<input type="checkbox"/> ACCUFLANGE
<input type="checkbox"/> 10" WG POS	<input type="checkbox"/> BLACK IRON	
<input type="checkbox"/>	<input type="checkbox"/> PCO-POLY COATED	<b>TAP TYPE</b>
<input type="checkbox"/>	<b>ROUND &amp; OVAL PIPE</b>	<input type="checkbox"/> "A" COLLAR
<input type="checkbox"/> 1" WG NEG	<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> AIR-TITE
<input checked="" type="checkbox"/> 2" WG NEG	<input type="checkbox"/> SPIRAL	<input type="checkbox"/> CONICAL
<input type="checkbox"/> 3" WG NEG	<input type="checkbox"/> WELDED SEAM	<input type="checkbox"/> H.E.T.O.
<input type="checkbox"/> 4" WG NEG	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> DAMPERS
<input type="checkbox"/> 6" WG NEG	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input type="checkbox"/> SCOOPS
<input type="checkbox"/> 10" WG NEG		<input type="checkbox"/> STAND-OFFS
<b>SEAMS</b>	<b>ROUND &amp; OVAL FITTINGS</b>	<b>MISCELLANEOUS</b>
<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> SNAP LOCK	<input checked="" type="checkbox"/> LINER
<input checked="" type="checkbox"/> PITTSBURGH	<input type="checkbox"/> SPIRAL	<input type="checkbox"/> HANGER STRAP
<input type="checkbox"/> WELDED	<input type="checkbox"/> WELDED SEAM	<input checked="" type="checkbox"/> DELIVERY
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> B-VENT
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input checked="" type="checkbox"/> 24GA MINIMUM

Rectangular  
Round  
Oval

Linear Ft.	# Fittings
12	4
0	0
0	0
12	0
<b>\$ 661</b>	

Weight
114
0
0
114

Total Fabrication Cost

Additional Items:  
30' of Hanger strap  
Basic Dust Protection

\$ 5  
\$ 17

**NOTE: Quote is good for 30 days. After 30 days, ALL quotes are subject to change due to the price fluctuations in the steel market**

**Quote Includes:**

- \*Canvas flex connectors on motor driven equipment
- \*1 job site deliveries. Additional charges may apply beyond contract deliveries. All unloading and spotting to be done by contractor
- \*Drops are figured 6' from top of curb. Floor to deck is figured 15'-0"
- \*Deep boxes for return and exhaust air devices.

**Unless otherwise noted, this proposal excludes:** Taxes, linear diffuser plenums, dampers, access doors, roof curbs, roof caps, sleeves, framing angle, hangers, liner not shown, insulation, shop assembly of duct sections, drain pans, capping of ends for dust protection, flue, duct sealant, loose DuctMate frames, Shop Angle, Escutcheons/Beauty Rings, Addition Screws/Fasteners.

- \*Lead time is 10 business days. Lead time is subject to change without notice
- \*Expedite fees may apply for rush delivery
- \*Piece Numbered Drawings are \$ 300.00 per 1/4" Scale Drawing. These are considered drawing strips.

Mike Frazier  
(513) 761-0383  
[mikefrazier@habeggercorp.com](mailto:mikefrazier@habeggercorp.com)

By signing below, you are accepting this proposal as listed in scope and cost.

\_\_\_\_\_  
Date

Sign                                          Print                                          PO#                                          Date

Date: 6/25/21 ~Rev-1~

To: Basem Fallatah  
Triton Services, Inc  
8162 Duke Blvd  
Mason, OH 45040

Phone: (513) 309-3642  
Email: [BFallatah@tritonservicesinc.com](mailto:BFallatah@tritonservicesinc.com)

Project: Warren County Jail RFI 195, Bull-24: IT Closet BAS Controls with Breakdown

Location: Warren County Jail, Lebanon, OH 45036

From: Ron Epp  
Schneider Electric, Digital Energy  
9928 Windisch Rd  
West Chester, Oh 45069

Phone: (513) 518-3927  
Email: [Ron.Epp@SE.com](mailto:Ron.Epp@SE.com)

Basem,

Schneider Electric proposes to provide labor and materials required to add new control and monitoring BAS points for the IT Closet per RFI 195 & Bulletin 24.

Our scope of work includes providing a line voltage thermostat for control of the exhaust fan. The line voltage stat shall be provided to the electrical contractor for installation and wiring. We also include providing and installing a new Room Temperature Sensor to monitor room conditions within the space. The new temperature sensor shall be programmed and configured to alarm to the front end should the temperature go beyond owner-defined setpoints.

#### This Proposal Includes:

1. (1) Line Voltage SPST Cooling Thermostat
2. (1) STR500 Room Temperature Sensor
3. (1-Lot) Control & Monitoring Cable, Fittings & Fasteners
4. System Engineering (As-built Documentation)
5. System Programming and Graphical Development Adds
6. System Installation
7. System Operational Check Out
8. Applicable Freight on Materials

#### Clarifications:

1. Permits of any kind are not included within this proposal
2. Proposal does not include sales tax for applicable materials
3. Control wiring to be plenum-rated cable and installed neatly above accessible ceilings or installed in EMT conduit where exposed
4. All new materials/equipment provided by Schneider Electric shall be warranted against defects in materials & workmanship for a period of (1) one year. Repairs are warranted for a period of 30 days.
5. All work is based upon being performed during normal business hours (Mon-Fri) at standard wage rates.
6. Proposal does *not* include provisions and installation of work outside the scope of this quote.
7. Proposal is valid for a period of 60 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues
8. Payment terms are lump sum NET 30 days from date of invoice

Total Proposed Investment: \$1,541.00  
-Total Materials: \$374  
-Total Labor: \$1,167

If you have questions or require clarification, please feel free to contact me at any time.  
We sincerely appreciate the opportunity to work on this project with you.

Best regards,  
**Schneider Electric – Digital Energy**  
*Ron Epp*  
Systems Account Manager  
(513) 518-3927 Mobile  
Ron.Epp@SE.com

## TERMS AND CONDITIONS OF SALE

800512PFTC R05/26/20

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

- Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1 1/2% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for the less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.  
Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
- Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
- Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
- Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation, if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
- Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
15. **Disclaimer:** Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors) employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay, not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.



Tritonservices, inc.

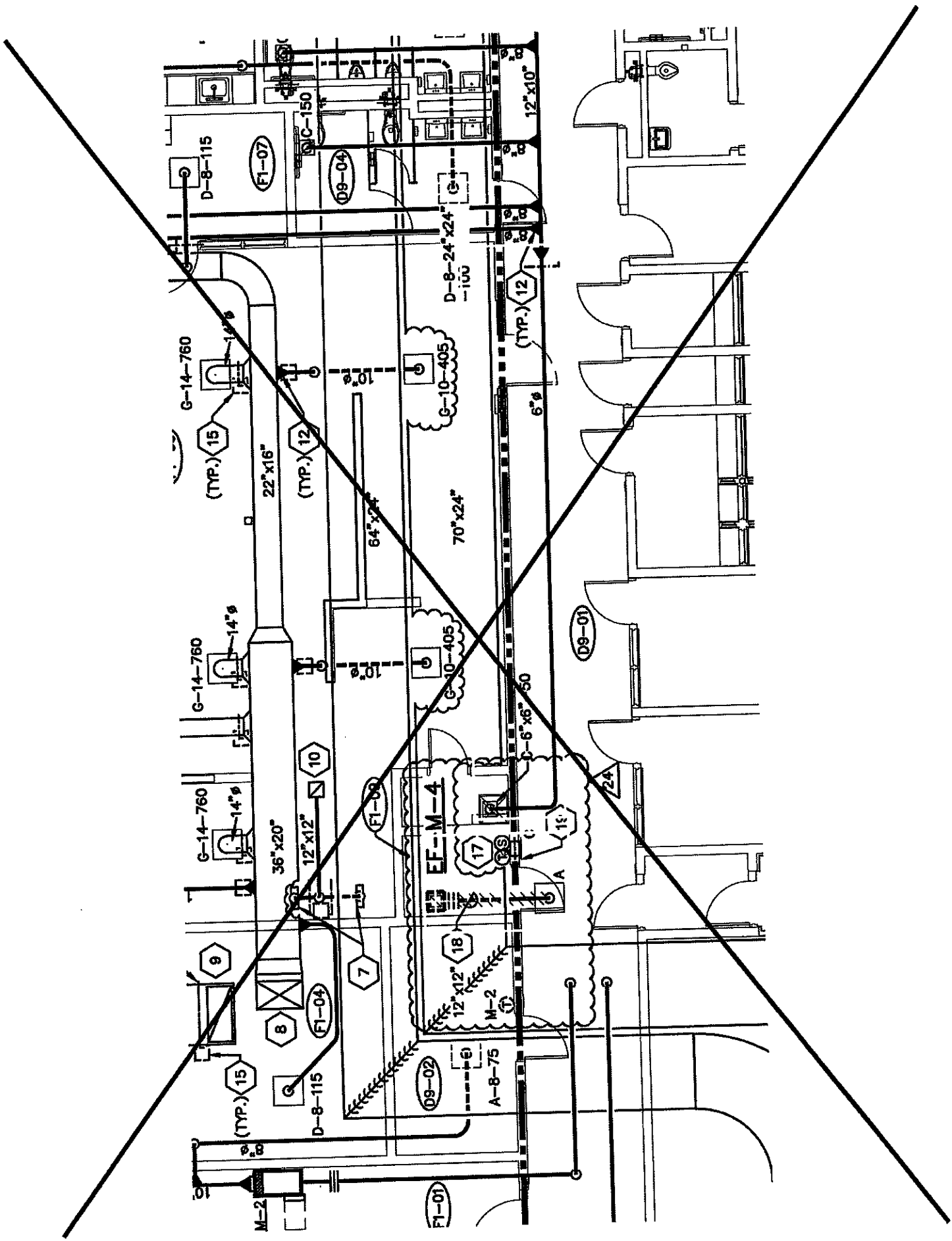
8162 Duke Boulevard  
Mason, Ohio 45040  
Ph 513-679-8800 Fax 513-679-8830

CHANGE ORDER ESTIMATE RECAP

Questioned Schneider Electric cost - Too expensive for thermostats being installed.

Job Number:	194385	DATE:	6/17/2021	C.O.#	23-02_TS_CO-018	
Project Name:	Warren County Jail Project					
Job Description:	WCJ - RFI 195 Climate Control for F1-09 and D9-03 and 6" diam. ductwork in hallway					
DESCRIPTION OF COSTS	LABOR			MATERIAL		Note
	ST mh's	OT mh's	Rate	Cost	Cost	
1 PM				\$ -	\$ -	
2 General Foreman				\$ -	\$ -	
3 Foreman	8		\$ 68.75	\$ 550.00	\$ -	
4 Pipe Fitters Labor				\$ -	\$ -	
5 Sheet Metal Labor	8		\$ 59.75	\$ 478.00	\$ -	
6 Coordination				\$ -	\$ -	
7 Equip./tool rentals*				\$ -	\$ -	
8 Material				\$ -	\$ 1,942.00	
9 Owned Equipment:				\$ -	\$ 100.00	
10 Expendables*				\$ -	\$ -	
11 Trucking				\$ -	\$ 80.00	
12 Parking / Travel				\$ -	\$ -	
<b>13 Subtotal Labor &amp; Material:</b>						<b>\$ 3,150.00</b>
14 Subcontracts:	Midwest Cut & Core					\$ 900.00
15 Subcontracts:	Schneider Electric, Digital Energy					\$ 5,278.00
16 Subcontracts:						\$ -
17						\$ -
18						\$ -
19						\$ -
<b>20 Subtotal Subcontracts:</b>						<b>\$ 6,178.00</b>
21 Overhead	Subs	Mat'l / Labor				\$ 623.90
	5%	10%				
22 Profit	5%					\$ 157.50
<b>23 TOTAL COST &amp; PROFITS BEFORE BONDS AND OTHER COST:</b>						<b>\$ 10,109.40</b>
24 Bond	0.00%					\$ -
25 Miscellaneous (Safety,...)	0.00%					\$ -
26 Sales Tax (* expendables and rentals taxable on public work)				Private Work	Public Work	\$ -
				0.00%	0.00%	
27 Permits	HVAC:	\$ -	Press. Piping:	\$ -	Boiler:	\$ -
<b>28 TOTAL PRICE OF CHANGE PROPOSAL:</b>						<b>\$ 10,109.40</b>
29 Extension of Time due to this Change Order is:				Workdays	<input checked="" type="checkbox"/>	Deferred
30 This proposal based on:	<input checked="" type="checkbox"/>	Straight Time		Overtime	<input type="checkbox"/>	Shiftwork
31 This proposal is void unless a written Change Order or written Notification to Proceed is received by:						(30 calendar days if no date shown)
32 Extended Overhead Cost:		Included		Deferred	<input checked="" type="checkbox"/>	N / A
<b>COMMENTS:</b>	Work performed/ to be performed highlighted in yellow attached.					





**Basem Fallatah**

**From:** Steve Forbeck <steve@controlled-air.com>  
**Sent:** Thursday, June 17, 2021 4:03 PM  
**To:** Basem Fallatah  
**Subject:** RE: Warren County Jail - RFI #195 - Climate Control in F1-09 & D9-03

See below.

*Thank you!*

**Steve Forbeck**

**Controlled Air Inc.**  
**12009 Tramway Dr.**  
**Cincinnati, OH 45241**  
**(O) 513-981-2734**  
**(M) 513-309-5128**

**From:** Basem Fallatah <bfallatah@tritonservicesinc.com>  
**Sent:** Thursday, June 17, 2021 3:34 PM  
**To:** Steve Forbeck <steve@controlled-air.com>  
**Subject:** FW: Warren County Jail - RFI #195 - Climate Control in F1-09 & D9-03

Steve,

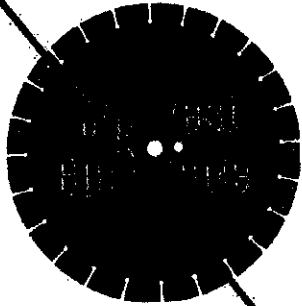
Another change for this quote please send me price breakdown on the following:

- (1) GC720 ceiling exhaust fan EF-M-4 600 CFM @ 0.25, field wired speed controller, isolators and thermostat \$570.00
- (1) 6x6 exhaust register Tag C Model 350RL \$20.00
- (1) 12x12 exhaust register Tag C Model 350RL \$34.00
- (1) 24x24 exhaust register Tag A TITUS Model TMSA with fire damper, access to be through grille. These would be what is referred is as a ceiling radiation damper 130.00

All pricing is unit pricing. Freight is not included. Items are in stock and can be placed in will call

Thank you

**Basem Fallatah** PMP, MSc  
**Project Management**  
**Triton Services, Inc.**  
**8162 Duke Boulevard**  
**Mason, OH 45040**  
**Cell: 513-309-3642**  
**bfallatah@tritonservicesinc.com**



**Midwest Cut & Core**  
**Concrete Sawing, Drilling & Sales**  
**2978 Hamilton Scipio Rd**  
**Hamilton Ohio**  
**513-497-5816**

Bid To: Triton Services, Inc.  
Attn: Basem Fallatah  
Project: Warren County Jail Project.  
Phone: 513-309-3642  
Email: bfallatah@triton-services-inc.com  
Date: 04/23/2021

for core drill  
hole for  
ductwork to  
room D9-03

- Core drill a 9" diameter hole x 8" wall. \$100.00 Each
- Core drill a 7" diameter hole x 8" wall. \$75.00 Each

The above price is based on performing work during regular eight-hour day shifts, Monday through Friday. If any time other than mentioned is required there will be an additional overtime charge of \$25.00 per hour per man for Saturday and an additional double time charge of \$50.00 per hour per man for Sunday. The above prices include all slurry staying on the job site. The General Contractor is responsible for the laying out of all work, traffic control, removal of all concrete, contacting all utilities and cleaning off the work area prior to our arrival. Down time will be charged at \$95.00 per hour per man (Down time is work that cannot be performed due to any reason that is not our own.) Minimum charge for this project \$900.00

Thank you for allowing us to quote the above project. If you have any questions, please call 513-497-5816

Best Regards,  
David Dorst  
513-497-5816

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# Proposal **HABEGGER**

925 Redna Terrace Cincinnati, OH 45215

Project Name **WCJ - RFI 195**  
 Quote # **041-34767**  
 Date **4/22/2021**  
 Plans **Material List**  
 Specification **Base Bid**  
 Addendum **RFI-195**

Materials for round  
ductwork in  
hallway to room  
D9-03 Completed  
previously  
RFI#195

PRESSURE CLASS	MATERIAL	CONNECTORS
<input type="checkbox"/> 1" WG POS	<input checked="" type="checkbox"/> GALVANIZED	<input checked="" type="checkbox"/> SLIP & DRIVE
<input checked="" type="checkbox"/> 2" WG POS	<input type="checkbox"/> 304 STAINLESS	<input type="checkbox"/> TDF/TDC/TDX
<input type="checkbox"/> 3" WG POS	<input type="checkbox"/> 316 STAINLESS	<input type="checkbox"/> WELD FLANGE
<input type="checkbox"/> 4" WG POS	<input type="checkbox"/> ALUMINUM	<input checked="" type="checkbox"/> COUPLING/SLIP
<input type="checkbox"/> 6" WG POS	<input type="checkbox"/> PAINTGRIP	<input type="checkbox"/> ACCUFLANGE
<input type="checkbox"/> 10" WG POS	<input type="checkbox"/> BLACK IRON	<b>TAP TYPE</b>
<input type="checkbox"/>	<input type="checkbox"/> PCD-POLY COATED	<input type="checkbox"/> "A" COLLAR
<input type="checkbox"/> 1" WG NEG	<b>ROUND &amp; OVAL PIPE</b>	<input checked="" type="checkbox"/> AIR TITE
<input checked="" type="checkbox"/> 2" WG NEG	<input type="checkbox"/> SNAP LOCK	<input checked="" type="checkbox"/> CONICAL
<input type="checkbox"/> 3" WG NEG	<input checked="" type="checkbox"/> SPIRAL	<input type="checkbox"/> A.E.T.O.
<input type="checkbox"/> 4" WG NEG	<input type="checkbox"/> WELDED SEAM	<input checked="" type="checkbox"/> DAMPERS
<input type="checkbox"/> 6" WG NEG	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input checked="" type="checkbox"/> SCOOPS
<input type="checkbox"/> 10" WG NEG	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input checked="" type="checkbox"/> STAND-OFFS
<b>SEAMS</b>	<b>ROUND &amp; OVAL FITTINGS</b>	<b>MISCELLANEOUS</b>
<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> LINER
<input checked="" type="checkbox"/> PITTSBURGH	<input checked="" type="checkbox"/> SPIRAL	<input type="checkbox"/> HANGER STRAP
<input type="checkbox"/> WELDED	<input type="checkbox"/> WELDED SEAM	<input checked="" type="checkbox"/> DELIVERY
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> B-VENT
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input checked="" type="checkbox"/> 24GA MINIMUM

	Linear Ft.	# Fittings	
Rectangular	0	2	9
Round	50	4	95
Oval	0	0	0
	50		104

Total Fabrication Cost

\$ 422

Additional Items:

100' of Hanger strap \$ 18  
 Basic Dust Protection \$ 11  
 Add for AMERIFLEX R4.2 (198) flex duct - 5' per diffuser, 2' per VAV \$ 54

**NOTE: Quote is good for 30 days. After 30 days, ALL quotes are subject to change due to the price fluctuations in the steel market**

Quote Includes:

- \*Canvas flex connectors on motor driven equipment
- \*1 job site deliveries. Additional charges may apply beyond contract deliveries. All unloading and spotting to be done by contractor
- \*Drops are figured 3' from top of curb. Floor to deck is figured 15'-0"
- \*Deep boxes for return and exhaust air devices.

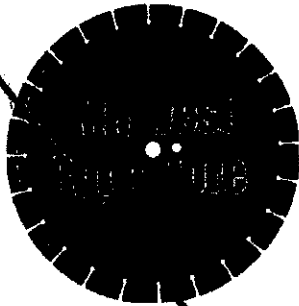
**Unless otherwise noted, this proposal excludes:** Taxes, linear diffuser plenums, dampers, access doors, roof curbs, roof caps, sleeves, framing angle, hangers, liner not shown, insulation, shop assembly of duct sections, drain pans, capping of ends for dust protection, flue, duct sealant, loose DuctMate frames, Shop Angle, Escutcheons/Beauty Rings, Addition Screws/Fasteners.

- \*Lead time is 10 business days. Lead time is subject to change without notice
- \*Expedite fees may apply for rush delivery
- \*Piece Numbered Drawings are \$ 300.00 per 1/4" Scale Drawing. These are considered drawing strips.

Mike Frazier  
 (513) 761-0383  
[mikefrazier@habeggercorp.com](mailto:mikefrazier@habeggercorp.com)

By signing below, you are accepting this proposal as listed in scope and cost.

\_\_\_\_\_  
 Sign                                          Print                                          PO#                                          Date



**Midwest Cut & Core**  
**Concrete Sawing, Drilling & Sales**  
**2978 Hamilton Scipio Rd**  
**Hamilton Ohio**  
**513-497-5816**

Bid To: Triton Services, Inc.  
Attn: Basem Fallatah  
Project: Warren County Jail Project.  
Phone: 513-309-3642  
Email: bfallatah@triton-services-inc.com  
Date: 06/17/2021

for Cuts through  
wall of room  
F1-09  
Bulletin # 24  
RFI#195.2

- Hand saw a 15" x 15" opening x 8" wall. \$300.00 Each
- Hand saw a 13" x 13" opening x 8" wall. \$300.00 Each

The above price is based on performing work during regular eight-hour day shifts, Monday through Friday. If any time other than mentioned is required there will be an additional overtime charge of \$25.00 per hour per man for Saturday and an additional double time charge of \$50.00 per hour per man for Sunday. The above prices include all slurry staying on the job site. The General Contractor is responsible for the laying out of all work, traffic control, removal of all concrete, contacting all utilities and cleaning off the work area prior to our arrival. Down time will be charged at \$95.00 per hour per man (Down time is work that cannot be performed due to any reason that is not our own.) Minimum charge for this project \$300.00

Thank you for allowing us to quote the above project. If you have any questions, please call 513-497-5816

Best Regards,  
David Dorst  
513-497-5816

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# Proposal **HABEGGER**

925 Redna Terrace Cincinnati, OH 45215

Materials for  
bulletin 24  
RFI#195.2

Project Name	Warren Co Jail - RFI 195 Quote
Quote #	061-35276
Date	6/15/2021
Plans	Material List
Specification	Base Bid
Addenda	RFI 195 Revised

PRESSURE CLASS	MATERIAL	CONNECTORS
<input type="checkbox"/> 1" WG POS	<input checked="" type="checkbox"/> GALVANIZED	<input checked="" type="checkbox"/> SLIP & DRIVE
<input checked="" type="checkbox"/> 2" WG POS	<input type="checkbox"/> 304 STAINLESS	<input type="checkbox"/> TDF/TDC/TDX
<input type="checkbox"/> 3" WG POS	<input type="checkbox"/> 316 STAINLESS	<input type="checkbox"/> WELD FLANGE
<input type="checkbox"/> 4" WG POS	<input type="checkbox"/> ALUMINUM	<input type="checkbox"/> COUPLINGS/SLIP
<input type="checkbox"/> 6" WG POS	<input type="checkbox"/> PAINTGRIP	<input type="checkbox"/> ACCUFLANGE
<input type="checkbox"/> 10" WG POS	<input type="checkbox"/> BLACK IRON	<b>TAP TYPE</b>
<input type="checkbox"/>	<input type="checkbox"/> PCD-POLY COATED	<input type="checkbox"/> "A" COLLAR
<input type="checkbox"/> 1" WG NEG	<b>ROUND &amp; OVAL PIPE</b>	<input type="checkbox"/> AIR WITE
<input checked="" type="checkbox"/> 2" WG NEG	<input type="checkbox"/> SNAP LOCK	<input type="checkbox"/> CONICAL
<input type="checkbox"/> 3" WG NEG	<input type="checkbox"/> SPIRAL	<input type="checkbox"/> W.E.T.O.
<input type="checkbox"/> 4" WG NEG	<input type="checkbox"/> WELDED SEAM	<input type="checkbox"/> DAMPERS
<input type="checkbox"/> 6" WG NEG	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> SCOOPS
<input type="checkbox"/> 10" WG NEG	<input type="checkbox"/> DOUBLE-WALL (PERF)	<input type="checkbox"/> STAND-OFFS
<b>SEAMS</b>	<b>ROUND &amp; OVAL FITTINGS</b>	<b>MISCELLANEOUS</b>
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<input checked="" type="checkbox"/> PITTSBURGH	<input type="checkbox"/> SPIRAL	<input type="checkbox"/> HANGER STRAP
<input type="checkbox"/> WELDED	<input type="checkbox"/> WELDED SEAM	<input checked="" type="checkbox"/> DELIVERY
<input type="checkbox"/>	<input type="checkbox"/> DOUBLE-WALL (SOLID)	<input type="checkbox"/> B-VENT
<input type="checkbox"/>	<input type="checkbox"/> DOUBLEWALL (PERF)	<input checked="" type="checkbox"/> 24GA MINIMUM

	Linear Ft.	# Fittings	Weight
Rectangular	12	4	114
Round	0	0	0
Oval	0	0	0
	12		114
<b>Total Fabrication Cost</b>	<b>\$ 661</b>		

**Additional Items:**

30' of Hanger strap	\$	5
Basic Dust Protection	\$	17

**NOTE: Quote is good for 30 days. After 30 days, ALL quotes are subject to change due to the price fluctuations in the steel market**

**Quote includes:**  
 \*Canvas flex connectors on motor driven equipment  
 \*1 job site deliveries. Additional charges may apply beyond contract deliveries. All unloading and spotting to be done by contractor  
 \*Drops are figured 6' from top of curb. Floor to deck is figured 15'-0"  
 \*Deep boxes for return and exhaust air devices.

**Unless otherwise noted, this proposal excludes:** Taxes, linear diffuser plenums, dampers, access doors, roof curbs, roof caps, sleeves, framing angle, hangers, liner not shown, insulation, shop assembly of duct sections, drain pans, capping of ends for dust protection, flue, duct sealant, loose Ductmate frames, Shop Angle, Escutcheons/Beauty Rings, Addition Screws/Fasteners.  
 \*Lead time is 10 business days. Lead time is subject to change without notice  
 \*Expedite fees may apply for rush delivery  
 \*Piece Numbered Drawings are \$ 300.00 per 1/4" Scale Drawing. These are considered drawing strips.

Mike Frazier  
 (513) 761-0383  
[mikefrazier@habeggercorp.com](mailto:mikefrazier@habeggercorp.com)

By signing below, you are accepting this proposal as listed in scope and cost.

Sign	Print	PO#	Date
------	-------	-----	------

Date: 6/17/21

To: Basem Fallatah  
Triton Services, Inc  
8162 Duke Blvd  
Mason, OH 45040

Phone: (513) 309-3642  
Email: [BFallatah@tritonservicesinc.com](mailto:BFallatah@tritonservicesinc.com)

Project: Warren County Jail RFI 195, Bull-24: IT Closet BAS Controls

Location: Warren County Jail, Lebanon, OH 45036

From: Ron Epp  
Schneider Electric, Digital Energy  
9928 Windisch Rd  
West Chester, Oh 45069

Phone: (513) 518-3927  
Email: [Ron.Epp@SE.com](mailto:Ron.Epp@SE.com)

Basem,

Schneider Electric proposes to provide labor and materials required to add new control and monitoring BAS points for the IT Closet per RFI 195 & Bulletin 24.

Our scope of work includes providing a line voltage thermostat for control of the exhaust fan. The line voltage stat shall be provided to the electrical contractor for installation and wiring. We also include a Room Temperature Sensor and Fan Status Current Switch to monitor the system. Each new monitoring point shall be programmed and configured to alarm to the front end should the temperature go beyond owner-defined setpoints or if the fan status does not coincide with room conditions.

#### This Proposal Includes:

1. (1) Line Voltage SPST Cooling Thermostat
2. (1) VER-H608 Adjustable Current Switch
3. (1) STR500 Room Temperature Sensor
4. (1-Lot) Control & Monitoring Cable, Fittings & Fasteners
5. System Engineering (As-built Documentation)
6. System Programming and Graphical Development Adds
7. System Installation
8. System Operational Check Out
9. Applicable Freight on Materials

#### Clarifications:

1. Permits of any kind are not included within this proposal
2. Proposal does not include sales tax for applicable materials
3. Control wiring to be plenum-rated cable and installed neatly above accessible ceilings or installed in EMT conduit where exposed
4. All new materials/equipment provided by Schneider Electric shall be warranted against defects in materials & workmanship for a period of (1) one year. Repairs are warranted for a period of 30 days.
5. All work is based upon being performed during normal business hours (Mon-Fri) at standard wage rates.
6. Proposal does not include provisions and installation of work outside the scope of this quote.
7. Proposal is valid for a period of 60 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues
8. Payment terms are lump sum NET 30 days from date of invoice

Total Proposed Investment:

\$5,278.00

If you have questions or require clarification, please feel free to contact me at any time.  
We sincerely appreciate the opportunity to work on this project with you.

Best regards,  
**Schneider Electric - Digital Energy**

*Ron Epp*

Systems Account Manager  
(513) 518-3927 Mobile  
Ron.Epp@SE.com



## TERMS AND CONDITIONS OF SALE

900512PITC R05/26/20

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

- 1. Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantially similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- 2. Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.  
  
Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
- 3. Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- 4. Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
- 5. Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasions, thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
- 6. Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation. If thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
- 7. Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and/or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
15. **Disclaimer:** Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors) employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination or default.



# CHANGE ORDER REQUEST

DATE: 07/20/2021  
PCO#: 237

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 Woehrlé  
Granger Construction Company  
6267 Aurelius Road  
Lansing, MI 48911  
**Phone:**  
**Fax:**  
**Email:** jwoehrlé@grangerconstruction.com

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

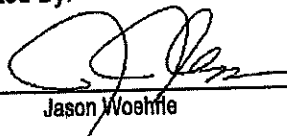
**Default for PCO: Area of Refuge Sidewalk Credit**  
**Proposed Scope of Work: Area of Refuge Sidewalk Credit**

The prices below are valid until **07/30/2021**.

Funding Source for Change Order:  
Granger/Megen GMP: (\$1,852.13)  
Owner Contingency: \$1,852.13

PCO Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : Area of Refuge Sidewalk Credit	New		0000610-00		(\$10.64)
Bonds					
2 : Area of Refuge Sidewalk Credit	New		0000620-00		(\$17.73)
Sub Bond Risk					
3 : Area of Refuge Sidewalk Credit	New		0000092-00		(\$45.17)
CM Fee					
4 : Area of Refuge Sidewalk Credit	New		0000620-02		(\$5.32)
Insurances					
5 : Area of Refuge Sidewalk Credit	New		0003310-05		(\$1,773.27)
Metcon					
<b>Total:</b>					<b>(\$1,852.13)</b>

Submitted By:

  
Jason Woehrlé  
07/20/2021  
Date

Approved By:

\_\_\_\_\_  
Tiffany Zindel  
Warren County  
Date

# Metcon<sup>ltd</sup>

## Change Order Request Form

Date: 7/15/2021  
 Project: Warren Co Jail  
 Location: Lebanon, OH

Contractor: Granger Construction  
 Description: Credit pricing for the removal of approx. 270 sqft of sidewalk from scope -East area near refuge

Labor -cost only includes all allowable payroll expenses and fringes

Labor Classification	Quantity	Rate	Subtotal
Foreman	4	\$ 43.92	\$ (175.68)
Cement Mason/Carpenter	8	\$ 42.92	\$ (343.36)
Laborer	4	\$ 42.92	\$ (171.68)
Operator	0	\$ 51.04	\$ -
Rodbuster	0	\$ 50.40	\$ -
Total			\$ (690.72)

Equipment Rental and Other Equipment Total \$ (160.00)  
 (see next Sheet for details)

Trucking, Hauling and Dump Fees Total \$ -  
 (see next Sheet for details)

Materials, including applicable taxes Total \$ (691.25)  
 (see next Sheet for details)

Subtotal of Labor, Equipment, Trucking and Materials \$ (1,541.97)

Overhead  \$ (154.20)

Profit  \$ (77.10)

**Total Amount of Change Request** \$ (1,773.27)

Submitted by: Zachary Pridemore  
 Email: [Zachary@metconltd.com](mailto:Zachary@metconltd.com)

Cell: 937-307-6304  
 Office: 513-425-9200

*"Coming together is a beginning... keeping together is progress... working together is a success."*  
 6730 Greentree Road □ Bradford, Ohio 45308 □ Tel: 937.447.9200  
 4400 Jefferson Road □ Middletown, Ohio 45044 □ Tel: 513.425.9200

# Metcon<sup>LD</sup>

## Equipment

	Unit	Quantity	Rate	Subtotal
Skidloader	days	-0.5	\$ 320.00	\$ (160.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ (160.00)

## Trucking

	Unit	Quantity	Rate	Subtotal
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ -

## Materials

Taxable: No

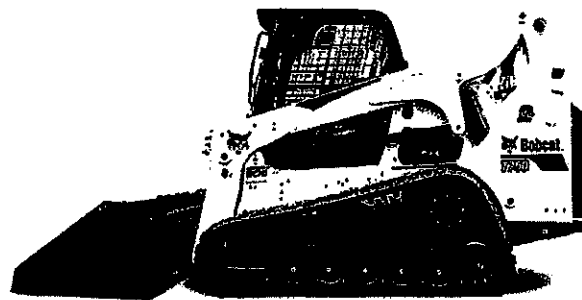
	Unit	Quantity	Rate	Subtotal
4500 PSI Concrete	yards	-4	\$ 122.00	\$ (488.00)
Gravel Base	tons	-7	\$ 23.10	\$ (161.70)
21# Wire Mesh	sheets	3	\$ (13.85)	\$ (41.55)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ (691.25)

*"Coming together is a beginning... keeping together is progress... working together is a success."*  
 6750 Greentree Road □ Bradford, Ohio 45308 □ Tel: 937.447.9200  
 4400 Jefferson Road □ Middletown, Ohio 45044 □ Tel: 513.425.9200

🏠 > Equipment > Skid Loaders > Track Skid Loaders > Track Loader, 2900-3300#

# Skid Loaders

If you have questions about this or any of our equipment contact **Customer Care at 1-800-321-5061.**



## Track Loader, 2900-3300#

Cat-Class: 56-115

Daily Rate	Weekly Rate	Monthly Rate
\$320.00	\$1,120.00	\$2,720.00

### Specifications\*

MODEL	BOBCAT T740	BOBCAT T750
RATED CAPACITY	3,200 LBS	3,325 LBS



# ERNST CONCRETE

READY MIX CONCRETE  
 CONCRETE PRODUCTS  
 CONCRETE PUMPING  
 Central Dispatch : (513) 402-5001  
 CINCINNATI DIVISIONS



PURCHASER: Metcon LTD ATTN: Kidron Crist  
 PHONE: \_\_\_\_\_ PROJECT: WARREN CNTY JAIL ADDITION  
 FAX: \_\_\_\_\_ COUNTY: WARREN  
 E-MAIL: kidron@metconltd.com PLANT # 31  
 PRICING EXPIRES: 12/31/19

APPROX CY	ITEM DESCRIPTION	\$ / CY
3000+	1500 PSI N/A LEAN FILL	\$ 88.00
	3500 PSI N/A	\$ 98.00
	3500 NA SLAB W/MR 520# CEMENTIOUS	\$ 102.50
	4000 NA MIDRANGE 0.45	\$ 102.50
	4000 NA #8 SLAB W/MRWR & FIBERS	\$ 112.00
	4500 AIR WALL MRWR	\$ 110.00
	4500 AE MIDRANGE	\$ 110.00

CONCRETE PRICING FIRM THRU 3/31/20 --- +\$6.00/YD EFF 4/1/20

No Specs Reviewed  Specs Reviewed: SECTION 03 30 00 CAST IN PLACE CONCRETE

**FUEL SURCHARGE (BASED ON EIA DIESEL FUEL PRICES) \***

\$3.01 TO \$3.25 = \$3.00 LOAD | \$3.26 TO \$3.50 = \$6.00 LOAD | + ADDL \$3.00 LOAD FOR EACH \$.25 ABOVE \$3.50

SALES TAX IS NOT INCLUDED - ALL TERMS ARE NET 30 DAYS

CONCRETE PUMPING SERVICES AND FULL LINE OF CONCRETE PRODUCTS AVAILABLE

NORMAL OPERATING HOURS: MONDAY - FRIDAY 7AM - 5PM AND SATURDAY 7AM - 11AM

PEA GRAVEL / LIME 8s	\$ 3.00 CU.YD.	CALCIUM CHLORIDE PER 1%	\$ 2.50 CU.YD.
RETARDER	\$ 2.00 CU.YD.	NON-CALCIUM PER 1%	\$ 4.50 CU.YD.
MIDRANGE	\$ 4.00 CU.YD.	WINTER HEAT (NOV 1 - MAR 31)	\$ 4.00 CU.YD.
PLASTICIZER	\$ 5.00 CU.YD.	COOLING	P.O.R.
<b>FIBERMESH REINFORCEMENT</b>			
1# FIBERMESH	\$ 6.50 CU. YD.		
1.5# FIBERMESH (REPLACES 21# WWF)	\$ 7.50 CU. YD.		
3.0# TUFSTRAND (REPLACES 42# WWF)	\$ 17.00 CU. YD.		
SMALL LOAD CHARGE: LESS THAN 5 CU.YDS	\$ 75.00 PER LOAD		
1-2 CUBIC YDS	\$ 100.00 LOAD		
1 CUBIC YD OR LESS	\$ 150.00 LOAD		
TRUCK HOLDING CHARGE RATE:	\$ 60.00 PER HOUR		
WEEKDAY DELIVERY AFTER 5PM		\$ 6.00 CU.YD.	
SATURDAY DELIVERY BETWEEN 7AM - 11AM		\$ 75.00 LOAD	
SPECIAL PLANT HOURS: (CONTACT SALES REPRESENTATIVE)		\$ P.O.R.	

THIS QUOTE EXPIRES 30 DAYS FROM ISSUED DATE, UNLESS ACCEPTED BY PURCHASER AND APPROVED BY SELLER.  
 (SEE ATTACHED PAGE FOR GENERAL TERMS AND CONDITIONS)

ACCEPTED BY PURCHASER

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

BY: Mike Pendleton  
 TITLE: Sales Representative  
 DATE: 07/23/19  
 PHONE/FAX: 513-617-9394 513-402-5002  
 Email: mpendleton@ernstconcrete.com



P.O. Box 30013  
 Raleigh, NC 27622-0013  
 Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL  
 813-701-1140

JOB NAME: Metcon 2021 Annual Pricing - 1

**SOLD TO:**  
 METCON LTD  
 PO BOX 13607  
 DAYTON OH 45413

000126

**SHIP TO:**  
 \*\*\*\*  
 Warren County Jail  
 550 Justice Dr  
 WEST CHESTER OH 45069

**PAYMENT TERMS: NET 30 DAYS- A/R**

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
16371826 SO	19-088	19-088	2596490117	66	46366	Shamrock S&G	259649	5/13/21	31911893	
Shp Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
05/12/21	2681	411 204299 204327	22.32 22.62 44.94	TN TN	17.25 17.25	386.02 390.20 775.22	5.85 5.85	130.57 132.33 262.90		515.59 522.63 1,038.12
		<b>*SUBTOTAL*</b>								
		<b>TOTAL</b>	<b>44.94</b>			<b>775.22</b>		<b>262.90</b>		<b>1,038.12</b>
									<b>INVOICE TOTAL</b>	<b>\$1,038.12</b>

MIB8210564784000022000005000050000

DETACH and include this Return Portion with Payment



CUSTOMER NUMBER: 259649 METCON LTD  
 INVOICE NUMBER: 31911893

**REMIT TO:**  
 MARTIN MARIETTA MATERIALS  
 PO Box 93186  
 Chicago IL 60673-3186

PAYMENT DUE \$1,038.12

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4506 www.martinmarietta.alertline.com.  
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY OPERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT





# Quote

Page: Page 2 of 3  
 Quote Number: 0000022936

Contractors Materials Co.  
 10320 South Medallion Drive  
 Cincinnati, OH 45241  
 Phone: (513) 956-3167  
 Fax: (513) 956-3173

Job:  
 Salesperson: 31  
 Customer: 0000  
 Customer PO: WARREN CO. JAIL

Website: www.cmcmmi.com

Sold To	Ship To
NEW USA	WARREN COUNTY JAIL 822 MEMORIAL DR. LELBANON, OH USA

Quote	Expiration	Ship Via	F.O.B	Terms
8/1/2019	9/2/2019	CMC	OUR YARD	NET 30

Item	Quantity	Unit	Unit Price	Amount
21SHT 6X6-10/10(21#)WWF 8'X12'6" SHT	1.00	CSF	11.85 /CSF	11.85
30SHT 6X6-8/8(30#) WWF 8'X12'6"SHEET	1.00	CSF	17.00 /CSF	17.00
42SHT 6X6-6/6(42#) WWF 8'X12'6"SHEET	1.00	CSF	23.05 /CSF	23.05
F25024896 2"X48"X96" FOAMULAR 250	1.00	EA	33.65 /EA	33.65
F40022496 2"X24"X96" FOAMULAR 400 SE - HI-LO 40	1.00	EA	27.85 /EA	27.85
F60022496 2"X24"X96" FOAMULAR 600 HI-LO 60	1.00	EA	33.25 /EA	33.25
NSIP F1000 FOAMULAR 100PSI FOAM 2"X24"X96" **NON-STOCK ITEM, MINIMUM ORDER OF (12) 96CT. UNITS**	1.00	EA	105.00 /EA	105.00

Net Order: \*\*\*\*\*  
 Discount: \*\*\*\*\*  
 Freight: \*\*\*\*\*  
 Sales Tax: \*\*\*\*\*

APPROVED BY:  
 X

Balance: USD \*\*\*\*\*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1218

Adopted Date September 07, 2021

ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH HARLAN TOWNSHIP  
FIRE DISTRICT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

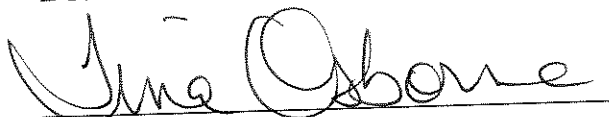
NOW THEREFORE BE IT RESOLVED, to enter into a Business Associate Agreement with Harlan Township Fire District on behalf of Warren County Telecommunications. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Harlan Township  
Telecom (file)

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Harlan Twp Fire Department ("Covered Entity") and Warren County Board of Commissioners on behalf of Warren County Telecommunications ("Business Associate"), effective as of 9.7.21 ("Effective Date").

### RECITALS

Harlan Twp Fire Department is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the "Standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") and Subpart C, together with the definitions in Subpart A, is known as the "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") (the Privacy Rule and the Security Rule are collectively called the "Privacy and Security Rules").

Covered Entity and Business Associate are parties to an agreement wherein Business Associate shall store, maintain, transfers, and make available in a secure manner certain Protected Health Information on behalf of Covered Entity ("Underlying Agreement"). In connection with Business Associate's provision of services to Covered Entity, Covered Entity discloses to Business Associate "Protected Health Information" ("PHI"), including "Electronic Protected Health Information" ("ePHI"), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate's use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate's provision of services to Covered Entity, when coupled with Covered Entity's disclosure of PHI to Business Associate, makes Business Associate a "business associate" of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, "HITECH"), including the Omnibus Final Rule, that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with the requirement to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity's disclosure of PHI to Business Associate, and Business Associate's use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and disclosure

of PHI and ePHI, pursuant to this Agreement and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- (d) "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth in 45 CFR 164.304.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Covered Entity.
- (b) Use of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Disclosure of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within five (5)

business days, of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Data Aggregation. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and the Omnibus Final Rule) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees that it will not receive direct or indirect remuneration for any exchange of PHI not otherwise authorized without individual authorization, unless (i) specifically required for the provision of services under the Underlying Agreement (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.
- (g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.
- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.

- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same extent Business Associate is required to comply.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, as required by HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, as required by HITECH.
- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:

- (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
  - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
  - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security);
  - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
  - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.
- (k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, will store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.
- (l) Paragraph Not Used.
- (m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (iii) a description

of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (iv) any preliminary steps taken to mitigate the damage, and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

4. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity, protections shall be extended to that PHI in accordance with the termination provisions in this Section.
- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement.
- (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.
- (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit



further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5. **Agreement.** Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, the Omnibus Final Rule and any other implementing regulations or guidance.
6. **Insurance.** Unless greater coverage is required under any other agreement between Covered Entity and Business Associate, Business Associate shall maintain or cause to be maintained a policy or policies of insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules and any other implementing regulations or guidance, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Underlying Agreement or this Agreement.
7. Paragraph Not Used.
8. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule.
9. **Survival.** The obligations of Business Associate under Sections 4(d) and 7 of this Agreement survive any termination of this Agreement.
10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. **Independent Contractor Status.** Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein, Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.
12. **General Administrative Provisions.**
  - (a) Any notices required by this Agreement will be sent to the latest known address of either party by (i) facsimile, email, registered or certified mail or by private delivery service that provides receipts to the sender and recipient, (ii) personally delivered

or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal, (ii) the date shown on the registered mail, certified mail or private delivery service receipt, (iii) the date personally delivered, or (iii) two business days after the date of mailing of a notice sent by regular mail.


- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- (f) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy.


COVERED ENTITY:

BUSINESS ASSOCIATE:

Harlan Twp Fire Department

Warren County Board of Commissioners  
on behalf of  
Warren County Telecommunications

By:   
[Printed name]

By:   
[Printed name]

Title: FIRE CHIEF

Title: VICE-PRESIDENT

Date: 8-23-21

Date: 9-7-21

**APPROVED AS TO FORM**



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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1219

Adopted Date September 07, 2021

AUTHORIZE ACCEPTANCE OF QUOTE FROM ESRI, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR ARC/GIS MAINTENANCE RENEWAL

WHEREAS ESRI, INC. will provide ARC/GIS Maintenance for Warren County Telecom, as indicated on the attached Quote #26034462; and

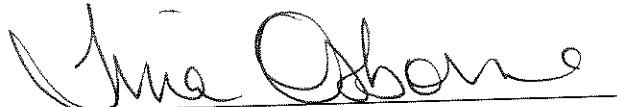
NOW THEREFORE BE IT RESOLVED, to accept quote from ESRI, INC. quote on behalf of Warren County Telecommunications for ARC/GIS Maintenance as attached hereto and a part hereof.

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

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

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ESRI, Inc.  
Telecom (file)



Esri Inc  
380 New York St  
Redlands CA 92373-8118

## **Subject: Renewal Quotation**

**Date:** 08/18/2021  
**To:** Warren County Telecommunications Ac  
**Organization:** County of Warren  
Public Safety Network &  
**Fax #:** 513-695-2973 **Phone #:** 513-695-1319

**From:** Pete Bennett  
**Fax #:** 909-307-3083 **Phone #:** 888-377-4575 Ext. 2063  
**Email:** pbennett@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26034462  
Document Date: 08/18/2021

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**

380 New York St  
Redlands, CA 92373-8118  
Phone: 888-377-45752063  
Fax #: 909-307-3083

# Quotation

Page 2

Date: 08/18/2021

Quotation Number: 26034462

Item Qty Material#

Unit Price

Extended Price

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: 888-377-4575/2063  
Fax #: 909-307-3083

# Quotation

Page 3

**Date:** 08/18/2021    **Quotation No:** 26034462    **Customer No:** 269966

Item	Qty	Material#	Unit Price	Extended Price
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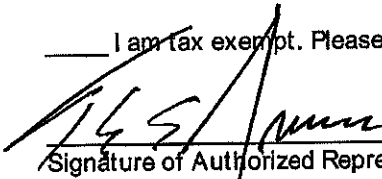
US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

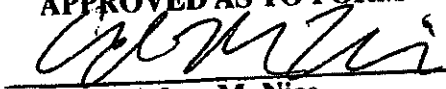
  
\_\_\_\_\_  
Signature of Authorized Representative

9.7.21  
\_\_\_\_\_  
Date

Tom E. Grossman  
\_\_\_\_\_  
Name (Please Print)

Vice-President  
\_\_\_\_\_  
Title

**APPROVED AS TO FORM**



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



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: 888-377-45752063  
Fax #: 909-307-3083

# Quotation

Date: 08/18/2021

Quotation Number: 26034462

**Send Purchase Orders To:**  
Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Pete Bennett

County of Warren  
Public Safety Network &  
Telecommunications Dept  
500 Justice Dr  
Lebanon OH 45036-2379  
**Attn: Warren County Telecommunications Ac**  
**Customer Number: 269966**

**Please include the following remittance address on your Purchase Order:**  
Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	93303 ArcGIS Desktop Standard Single Use Primary Maintenance Start Date: 11/17/2021 End Date: 11/16/2022	1,500.00	1,500.00
			<b>Item Subtotal</b>	1,500.00
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>USD 1,500.00</b>

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By: Pete Bennett      Ext: 2063**

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1220

Adopted Date September 07, 2021

APPROVE AGREEMENT AND ADDENDUM WITH LIFE'S RIGHT DIRECTION, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the County Administrator to enter into the agreement and addendum with Life's Right Direction, Inc., on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a— Life's Right Direction  
Children Services (file)

**Ohio Department of Job and Family Services**  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION**  
**OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services  
416 S East St  
Lebanon, OH 45036

and Life's Right Direction, Inc., hereinafter "Provider," whose address is:

Life's Right Direction, Inc.  
3494 Raymont Blvd  
University Heights, OH 44118

Collectively the "Parties."

## Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES	3
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED	3
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED	3
Section 1.03	EXHIBITS	3
ARTICLE II.	TERM OF AGREEMENT	3
ARTICLE III.	ORDER OF PRECEDENCE	3
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT	4
ARTICLE V.	PROVIDER RESPONSIBILITIES	4
ARTICLE VI.	AGENCY RESPONSIBILITIES	6
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES	7
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES	7
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT	8
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY	9
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS	11
ARTICLE XII.	INDEPENDENT CONTRACTOR	12
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS	12
ARTICLE XIV.	GRIEVANCE /DISPUTE RESOLUTION PROCESS	12
ARTICLE XV.	AMENDMENTS	13
ARTICLE XVI.	NOTICE	13
ARTICLE XVII.	CONSTRUCTION	13
ARTICLE XVIII.	NO ASSURANCES	13
ARTICLE XIX.	CONFLICT OF INTEREST	13
ARTICLE XX.	INSURANCE	14
ARTICLE XXI.	INDEMNIFICATION & HOLD HARMLESS	15
ARTICLE XXII.	SCREENING AND SELECTION	16
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT	17
ARTICLE XXIV.	FINDINGS FOR RECOVERY	17
ARTICLE XXV.	PUBLIC RECORDS	17
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT	17
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY	17
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION	17
ARTICLE XXIX.	PROPERTY OF AGENCY	17
ARTICLE XXX.	SEVERABILITY	18
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED	18
ARTICLE XXXII.	COUNTERPARTS	18
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE	18
ADDENDA TO THIS AGREEMENT		18

## **RECITALS**

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### **Article I. SCOPE OF PLACEMENT SERVICES**

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

#### **Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED**

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### **Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED**

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

#### **Section 1.03 EXHIBITS**

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **07/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

#### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

#### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse/Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion/Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse;
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471, [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

#### **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost.
    - b. Transportation, allowable maintenance cost.
    - c. Transportation; allowable administration cost.
    - d. Other Direct Services; allowable maintenance cost.
    - e. Behavioral health care; non-reimbursable cost.
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

#### **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for



administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  4. JFS 02911 Single Cost Report Instructions.
  5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  7. 2 CFR part 200.501, Audit Requirements.

## **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

**Article XV. AMENDMENTS**

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

**Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Warren County Children Services  
416 S East St  
Lebanon, OH 45036

if to Provider , to Life's Right Direction, Inc.  
3494 Raymont Blvd  
University Heights, OH 44118

**Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

**Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

**Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
  2. Product liability;
  3. Blanket contractual liability;
  4. Broad form property damage;
  5. Severability of interests;
  6. Personal injury; and
  7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
  5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
  6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
  7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
  8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
  9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
  10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
  11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
  12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

#### **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement



including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

### **B. Transportation of Child**

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

### **C. Rehabilitation**

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

**D. Verification of Job or Volunteer Application:**

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

**Article XXIV. FINDINGS FOR RECOVERY**

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

**Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

**Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any Item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

**Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

**Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

**Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

Provider:	<i>April Bailey-Gordon</i>	<i>[Signature]</i>	<i>8/17/21</i>
Printed Name	Life's Right Direction, Inc.		Date
Agency:	<i>[Signature]</i>		
Printed Name	Warren County Children Services		Date
		<b>APPROVED AS TO FORM</b>	<i>8/30/21</i>

*[Signature]*  
**Kathryn M. Horvath**  
 Asst. Prosecuting Attorney

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION  
OF  
CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

<b>IV-E Agency Name</b> Warren County Children Services		
<b>Street/Mailing Address</b> 416 S East St		
<b>City</b> Lebanon	<b>State</b> OH	<b>Zip Code</b> 45036

and

<b>Provider</b> Life's Right Direction, Inc.		
<b>Street/Mailing Address</b> 3494 Rayment Blvd		
<b>City</b> University Heights	<b>State</b> OH	<b>Zip Code</b> 44118

Contract ID : 19265764

Originally Dated :07/01/2021 to 05/31/2022

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION  
OF  
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

07/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 08/24/2021  
 Provider / ID : Life's Right Direction, Inc./ 27860320  
 Contract Period : 07/01/2021 - 05/31/2022

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Maceo Home (20941)	7631713		\$327.00	\$14.00							\$341.00	07/01/2021	05/31/2022

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS  
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW THEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

**AMENDMENT #1:**

Wherever referenced herein and throughout the Agreement, the terms “Agency” or “Warren County Children Services” shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

**AMENDMENT #2:**

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

**AMENDMENT #3:**

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

**AMENDMENT #4:**

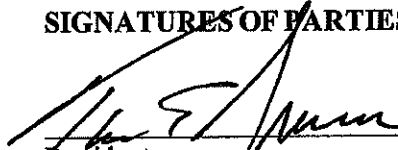
Article VI, subsection (H) of the Agreement shall be amended as follows:

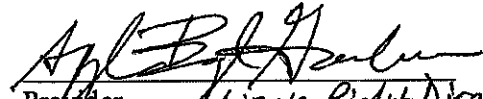
The language that states “thirty (30) calendar days” shall be replaced with “twenty-four (24) hours, not to exceed thirty (30) calendar days.”

**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number \_\_\_\_\_, dated 9-7-21, and by the duly authorized \_\_\_\_\_ of Life's Right Direction, Inc. [Provider].

**SIGNATURES OF PARTIES:**

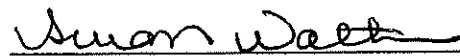
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

  
\_\_\_\_\_  
Provider Life's Right Direction, Inc


Date 9-7-21

Date 8/17/21

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney



AFFIDAVIT OF NON COLLUSION

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, <sup>APR 4 L</sup> BATLEY-Gordon, holding the title and position of Agency Director at the firm Life's Right Direction 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]  
AFFILANT

Subscribed and sworn to before me this 17<sup>th</sup> day of August 20 21

[Signature]  
(Notary Public),

Cuyahoga County.

My commission expires 02/23 20 24



WALTER PARKER JR.  
Notary Public, State of Ohio  
My Comm. Expires 02-23-2024  
Recorded in Cuyahoga County



Department of  
Job and Family Services

Mike DeWine, Governor  
Kimberly Hall, Director

April 16, 2020

Ms. Apryl Bailey-Gordon, Board President  
Life's Right Direction, Inc.  
3494 Raymont Blvd.  
University Heights, Ohio 44118

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Life's Right Direction,  
3494 Raymont Blvd. University Heights, Ohio 44118 (Certification-Study ID# 83958)**

Dear Ms. Bailey-Gordon,

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above-named agency to perform the functions identified below in accordance with applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from April 16, 2020 through April 15, 2022.

The following functions are hereby under full certification:

1. To operate a Group Home, with a capacity of 6 male children from 6 to 21 years of age, known as:

Maceo House  
3494 Raymont Blvd.  
University Heights, Ohio 44118

The full certificate to perform the above listed functions extends to the agency's branch offices located at:

13800 Fairhill Rd. Suite 221  
Shaker Heights, Ohio 44118

2500 Glenbrook Rd.  
Euclid, Ohio 44117

1577 East 256<sup>th</sup> St.  
Euclid, Ohio 44132

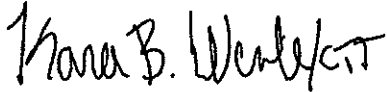
2490 Lee Rd.  
Cleveland Heights, Ohio 44118

30 East Broad Street  
Columbus, OH 43215  
jfs.ohio.gov

This institution is an equal opportunity provider and employer.

If you have any questions, please contact Patrick Smith, Licensing Specialist at the Cleveland Field Office, 615 West Superior Avenue, Cleveland, Ohio 44113 by phone at (216) 787-3541 or e-mail Patrick.Smith@jfs.ohio.gov.

Sincerely,

Handwritten signature of Kara B. Wentz in black ink.

Kara B. Wentz, Assistant Director  
Health and Human Services  
Ohio Department of Job and Family Services

Enclosure

c: Elora Hunt, Executive Director  
Colleen Tucker, OFC  
Monica Kress, OFC  
Patrick Smith, OFC  
File

**State of Ohio  
Department of Job and Family Services**

**Mike DeWine  
Governor**

**This is to Certify that**

**LIFE'S RIGHT DIRECTION, INC.  
3494 RAYMONT BLVD.  
UNIVERSITY HEIGHTS, OHIO 44118  
(CERTIFICATION-STUDY #83958)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.  
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

**To operate a Group Home(s)**

This certificate is effective From April 16, 2020 To April 15, 2022

Temporary certificate expiration date To \_\_\_\_\_

Unless sooner revoked or amended by the Ohio Department of Job and Family Services





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**COMMERCIAL LINES COMMON POLICY DECLARATIONS**

**PRODUCER:**

Gateway Specialty Insurance  
1170 Devon Park Drive  
Wayne, PA 19087

**POLICY NUMBER: 2021-60600**

**RENEWAL OF NUMBER: 2020-60600**

**NAME OF INSURED AND MAILING ADDRESS:**

Life's Right Direction, Inc.  
3494 Raymont Blvd.  
University Heights, OH 44118

**POLICY PERIOD:**

FROM **04/01/2021** TO **04/01/2022**

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Temporary and long term care for youth up to age 18

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THESE PREMIUMS MAY BE SUBJECT TO ADJUSTMENT.

	<b>PREMIUM</b>
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE .....	\$711
COMMERCIAL AUTO LIABILITY COVERAGE PART .....	Not Covered
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE COVERAGE PART .....	\$925
SOCIAL SERVICE PROFESSIONAL COVERAGE PART .....	\$1,190
COMMERCIAL LIQUOR LIABILITY COVERAGE PART .....	INCLUDED
TERRORISM COVERAGE (Certified Acts) .....	Not Covered
<b>TOTAL:</b>	<b>\$2,826</b>

**FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:\***

ANI-E003 GL 08 20,	ANI-E089 GL 02 19,	ANI-E078 11 20,	ANI-E120 09 19,	ANI-E123 09 19,	ANI-E180 GL 01 21,	ANI-E180 LL 01 21,
ANI-RRG-E11 GL 09 19,	ANI-RRG-E15 09 20,	ANI-RRG-E22 09 19,	ANI-RRG-E25 12 15,	ANI-RRG-E28 11 17,	ANI-RRG-E28 01 99,	ANI-RRG-E29 12 09,
ANI-RRG-E33 GL 09 19,	ANI-RRG-E34 09 18,	ANI-RRG-E42 GL 09 19,	ANI-RRG-E44 04 07,	ANI-RRG-E5 07 15,	ANI-RRG-E56 01 17,	ANI-RRG-E59 02 12,
ANI-RRG-E60 07 12,	ANI-RRG-E61 02 19,	ANI-RRG-E70 03 19,	ANI-RRG-E72 01 17,	ANI-RRG-E74 03 14,	ANI-RRG-GL 04 01,	ANI-RRG-LL 04 01,
ANI-RRG-NPO-001 05 20,	ANI-RRG-SC 04 01,	ANI-RRG-X1 06 18,	CG 00 01 04 13,	CG 00 33 04 13,	CG 04 41 12 19,	CG 20 10 12 19,
CG 20 11 12 19,	CG 20 12 04 13,	CG 20 18 04 13,	CG 20 20 11 85,	CG 20 21 07 98,	CG 20 26 12 19,	CG 20 34 12 19,
CG 20 37 12 19,	CG 21 09 08 15,	CG 21 47 12 07,	CG 21 73 01 15,	CG 21 98 03 05,	CG 24 07 01 96,	IL 00 17 11 98,
IL 00 21 09 08,	IL 02 44 09 07,	SCHEDULE G 01 80,	SCHEDULE L 01 80			


\*Omits applicable forms and endorsement if shown in specific coverage part / coverage form declarations.

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

**"NOTICE**

**This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**

**ANI-RRG-CO**

BY   
(AUTHORIZED REPRESENTATIVE)  
03/03/2021



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**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**PRODUCER:**  
Gateway Specialty Insurance  
1170 Devon Park Drive  
Wayne, PA 19087

**POLICY NUMBER: 2021-60600**  
**RENEWAL OF NUMBER: 2020-60600**

**NAME OF INSURED AND MAILING ADDRESS:**  
Life's Right Direction, Inc.  
3494 Raymont Blvd.  
University Heights, OH 44118

**POLICY PERIOD:** FROM 04/01/2021 TO 04/01/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Temporary and long term care for youth up to age 18

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

**LIMITS OF COVERAGE:**

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$1,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT .....	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT .....	\$1,000,000
EACH OCCURRENCE LIMIT .....	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU .....	\$500,000 any one premises
MEDICAL EXPENSE LIMIT .....	\$20,000 any one person

**ADDITIONAL COVERAGES:**

**PREMIUM**

**\$1,901**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

03/03/2021

BY

*Samuel C. D.*

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**

**ANI-RRG-GL**

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Schedule G  
Page 1

**POLICY NUMBER: 2021-60600**

**NAME OF INSURED: Life's Right Direction, Inc.**

<u>PREMISES CODE/CLASS</u>	<u>*LOC</u>	<u>PREMIUM BASIS</u>	<u>RATE</u>	<u>*ADVANCED PREMIUM</u>
67017/Mission, Settlement or Halfway Houses - not church or office buildings - includes products and/or completed operations	1	1,580	151.212	\$239
61227/Buildings or Premises - office - NFP	2	500	263.318	\$132
67017/Mission, Settlement or Halfway Houses - not church or office buildings - includes products and/or completed operations	3	1,588	151.212	\$240
Stop Gap				\$100

\*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

3/3/2021

BY



(AUTHORIZED REPRESENTATIVE)

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**

**ANI - RRG - SCHEDULE G**



**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Schedule L  
Page 1

**POLICY NUMBER: 2021-60600**

**NAME OF INSURED: Life's Right Direction, Inc.**

<b>PREMISES LOC/BLDG</b>	<b>DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP</b>	<b>ADDITIONAL INSUREDS AND OTHER INTERESTS</b>
1	3494 Raymond Blvd. University Heights, OH 44118	
2	18975 Villaview Drive, Suite 8A Cleveland, OH 44119	
3	3490 Raymond Boulevard Cleveland, OH 44118	

03/03/2021

BY

*Panel C. Q.*

(AUTHORIZED REPRESENTATIVE)

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**





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**IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY  
COVERAGE PART DECLARATIONS**

PRODUCER:

Gateway Specialty Insurance  
1170 Devon Park Drive  
Wayne, PA 19087

POLICY NUMBER: 2021-60600

RENEWAL OF NUMBER: 2020-60600

NAME OF INSURED AND MAILING ADDRESS:

Life's Right Direction, Inc.

3494 Raymont Blvd.  
University Heights, OH 44118

POLICY PERIOD:

FROM 4/1/2021 TO 4/1/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Temporary and long term care for youth up to age 18

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

		PREMIUM
GENERAL AGGREGATE LIMIT .....	\$500,000	\$925
EACH CLAIM LIMIT .....	\$500,000	

NOTE: The limit of liability available to pay judgements or settlements shall be reduced by amounts incurred for Defense Costs.

**TOTAL PREMIUM:**

**\$925**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

ANI-E069 ISC 02 19, ANI-E131 ISC 05 20, ANI-E180 ISC 01 21, ANI-RRG-E57 02 12, ANI-RRG-ISCET 05 20

3/3/2021

BY

*Panel C. D.*

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**

**ANI-RRG-ISC:**



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**SOCIAL SERVICE PROFESSIONAL COVERAGE FORM DECLARATIONS**

**PRODUCER:**  
Gateway Specialty Insurance  
1170 Devon Park Drive  
Wayne, PA 19087

**POLICY NUMBER: 2021-60600**  
**RENEWAL OF NUMBER: 2020-60600**

**NAME OF INSURED AND MAILING ADDRESS:**  
Life's Right Direction, Inc.

3494 Raymond Blvd.  
University Heights, OH 44118

**POLICY PERIOD:** FROM 4/1/2021 TO 4/1/2022  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Temporary and long term care for youth up to age 18

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

LIMITS OF COVERAGE:	PREMIUM
SOCIAL SERVICE PROFESSIONAL AGGREGATE LIMIT .....	\$1,000,000 \$1,190
SOCIAL SERVICE PROFESSIONAL EACH EVENT LIMIT .....	\$1,000,000

**TOTAL PREMIUM:** **\$1,190**

**FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:**

ANI-E089 SSP 02 19, ANI-E125 11 19, ANI-E180 SSP 01 21, ANI-RRG-E02 01 17, ANI-RRG-E11 SSP 09 19, ANI-RRG-E32 01 17, ANI-RRG-E33 SSP 09 19,  
ANI-RRG-E42 SSP 09 19

COUNTERSIGNED:

BY \_\_\_\_\_

*Panel C. D.*

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**

**ANI-RRG-SSP**



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**COMMERCIAL LIQUOR LIABILITY COVERAGE PART DECLARATIONS**

**PRODUCER:**

Gateway Specialty Insurance  
1170 Devon Park Drive  
Wayne, PA 19087

**POLICY NUMBER:** 2021-60600

**RENEWAL OF NUMBER:** 2020-60600

**NAME OF INSURED AND MAILING ADDRESS:**

Life's Right Direction, Inc.

3494 Raymont Blvd.  
University Heights, OH 44118

**POLICY PERIOD:**

FROM 4/1/2021 TO 4/1/2022

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Temporary and long term care for youth up to age 18

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

**LIMITS OF COVERAGE:**

GENERAL AGGREGATE LIMIT..... \$ 1,000,000

EACH COMMON CAUSE LIMIT..... \$ 1,000,000

**PREMIUM:**

**Included**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

CG 00 33 04 13

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

3/3/2021

BY

*Samuel C. Q.*

(AUTHORIZED REPRESENTATIVE)

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**

**ANI - RRG - LL**

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1221

Adopted Date September 07, 2021

APPROVE AN AMENDMENT TO THE ENGINEERING CONTRACT WITH CARPENTER MARTY TRANSPORTATION, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an amendment to the consulting services contract approved by Resolution #20-0481 dated March 24, 2020, with Carpenter Mary Transportation, Inc. 10816 Millington Court, Suite 104, Cincinnati, OH 45242 for engineering services for the Northbound Columbia Road Right Turn Lane at US 22/3 Improvement Project; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Cc: c/a—Carpenter Marty Transportation, Inc.  
Engineer (file)

**AMENDMENT TO AGREEMENT**  
**Amendment No. 1**

Amending Engineering Contract  
For  
COLUMBIA ROAD RIGHT TURN LANE AT US22/SR3 IMPROVMENT PROJECT

This FIRST AMENDMENT to an AGREEMENT dated March 24, 2020 for Columbia Road right turn lane at US22/SR3 improvement project in Deerfield Township is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the "OWNER" on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Carpenter Marty Transportation, Inc., hereinafter referred to as the "ENGINEER."

On the 24th day of March, 2020, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 20-0481, to perform the design of the northbound Columbia Road right tune lane at US22/SR3. The design included widening Columbia Road for the northbound right turn lane and sidewalk and the OWNER agreed to expend a sum not to exceed \$38,486.00 to pay for the specified engineering service.

It is now necessary and in the COUNTY ENGINEER'S interest to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the AGREEMENT to include the design of the Warren County watermain replacement (Exhibit A). In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of **\$14,778.00** to a total of **\$53,264.00**; without extending the completion date of the contract with the ENGINEER. See Exhibit A (ENGINEER'S Proposals) which is hereby incorporated by reference into this AMENDMENT.

It is hereby agreed by and between the OWNER and the COUNTY ENGINEER and the ENGINEER that the AGREEMENT be amended as noted above and that all other terms and provisions of the AGREEMENT remain in full force and effect. In the event any conflict or dispute arises between the parties relating to the obligations of the ENGINEER as amended by this Amendment, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment to Agreement.

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**ENGINEER:**

IN EXECUTION WHEREOF, Carpenter Marty Transportation, Inc. has caused this Agreement to be executed on the date stated below by BRAD ACHER, its DIRECTOR OF SW OHIO OPERATIONS, pursuant to a corporate Resolution authorizing such act.

CARPENTER MARTY TRANSPORTATION, INC.

SIGNATURE: Brad Acher

PRINTED NAME: BRAD ACHER

TITLE: DIRECTOR OF SW OHIO OPERATIONS

DATE: 8/20/21

**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 TOM E. GROSSMANN, its VICE - PRESIDENT on the date stated below, pursuant to Resolution No. 21-1221, dated 9-7-21.

RECOMMENDED BY:  
WARREN COUNTY ENGINEER

SIGNATURE: Neil F. Tunison

PRINTED NAME: Neil F. Tunison

TITLE: Warren County Engineer

DATE: 9-8-21

APPROVED BY:  
WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom E. Grossmann

PRINTED NAME: TOM E. GROSSMANN

TITLE: Vice - President

DATE: 9-7-21

Approved as to Form:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY: Adam Nice  
Assistant Prosecuting Attorney

August 4, 2021

Chris Wojnicz, P.E., LEED AP  
Deputy Sanitary Engineer  
Warren County Water and Sewer Department  
406 Justice Dr.  
Lebanon, Ohio 45036

**Re: Columbia Road Right Turn Lane – Water Main Replacement  
Engineering Services Proposal**

We are pleased to submit this price proposal for engineering services and construction documents for the water main replacement as part of the new right turn lane on Columbia Road at the US 22/3 intersection.

**Project Understanding / Scope**

This project will develop construction plans for the water main replacement between Kingsly Court and US 22/3 on Columbia Road. The existing water main is a 6" running along the west side of Columbia Road. It is anticipated that the new water main will be 8" and will be placed along the new sidewalk on the east side of the proposed widening of Columbia Road. Survey and basemapping has already been completed for the turn lane project. This water main replacement project will use this same survey and basemapping information. No additional survey is anticipated.

**Project Scope**

Outlined below is the scope of Basic Services that Carpenter Marty Transportation (CM) proposes to provide for successful completion of the project:

1. 60% Plan Development
  - a. A preliminary horizontal alignment will be developed and reviewed with Warren County Water & Sewer Department (WCWS). Approval of this alignment will be established prior to proceeding.
  - b. Develop plan and profile sheets, develop a proposed water main profile, tie-in points, valve locations, and fire hydrant relocation.
  - c. Add to roadway cross sections showing existing ground, proposed and existing utilities, verify no conflicts with new road work and utilities. Develop preliminary construction cost estimate.
  - d. Include water main detail as needed. Use WCWS water main details.
  - e. Submit preliminary plans to WCWS for review and comment. CM will coordinate the disposition of each comment with WCWS before advancing to final design.
2. Final Construction Plans:
  - a. Update plans and details per 60% plan comments.
  - b. Finalize materials list.
  - c. Add general and WCWS notes.
  - d. Update construction cost estimate.
  - e. Work with WCWS to develop Ohio EPA permits as needed.
  - f. Submit plans to WCWS for final review and comment. CM will coordinate the disposition of each comment with the WCWS and make plan revisions as needed for final plan submission.

3. Project Management & Coordination
  - a. Regular correspondence with WCWS and overall project management, coordination and administration as required by the work.
  - b. Internal plan reviews.
  - c. Anticipate attending meetings and site visit as needed.

**Items Not Included in Basic Services - Exclusions**

1. Geotechnical services, analysis, testing, or recommendation.
2. Field survey
3. Environmental field investigations or reports, including cultural resources, ecological and environmental site assessments.
4. It is anticipated that BMPs will not be required.
5. Other utility relocation design.
6. Pre-bid services.
7. Construction Administration.
8. Establishing property lines or court records search.
9. Right-of-way plans.

**Basic Services Fee/Terms and Conditions**

CM proposes a lumps sum fee for this scope of work of **\$14,778**. An approximate breakdown of tasks, hours, and associated fee is listed below.

<b>Task Description</b>	<b>Hours</b>	<b>Fee</b>
60% Plan Development	56	\$8,393
Final Plans	43	\$6,385
<b>Total</b>	<b>99</b>	<b>\$14,778</b>

The terms of this service agreement apply to this task and will be invoiced on an hourly basis.

It is assumed that plans and other items necessary to perform this work are available in the public domain. If items necessary for this work must be produced or purchased, they will be billed at cost after the client's approval. Items such as typical mileage are included in this Proposal. Plan reproduction costs are not included and will be billed at cost.

All work will be invoiced based on percent complete. Invoices shall be paid in 120 days or a 2% late fee will be imposed for each month beyond the 120 days the Invoice remains unpaid.

If delays or reviews exceed 90 days, additional work is required other than what is specifically mentioned in this Proposal, or if agencies other than WCWS and the Warren County Engineer's Office, become involved in the review process, this Proposal will require modification. If changes are made to the improvement assumptions noted above or any other items that affect the water main improvement design, a modification to this Proposal will be necessary.





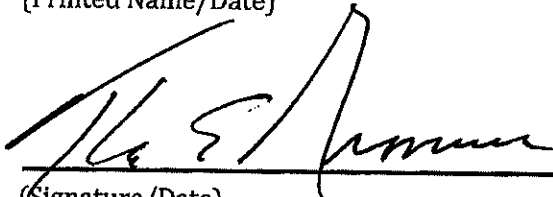
This Proposal assumes the following schedule: 4 weeks for 60% plan development (after NTP is received), and 4 weeks to complete final plans. Schedule includes WCWS review time.

Your signature indicates agreement to pay invoiced fees in keeping with this Proposal and its Terms and provides your notice to proceed with the work.

PROPOSAL APPROVAL AND NOTICE TO PROCEED:

Tom E. Grossmann 9.7.21

(Printed Name/Date)



(Signature/Date)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1222

Adopted Date September 07, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/31/21 and 9/2/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor \_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1223

Adopted Date September 07, 2021

## ACKNOWLEDGE RECEIPT OF AUGUST 2021 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the August 2021 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)   
S. Spencer  
Tina Osborne

# Financial Statement for 2021 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	67,856,003.97	5,863,314.53	3,193,349.53	70,525,968.97	346,239.00	70,872,207.97
2201	SENIOR CITIZENS SERVICE LEVY	11,892,415.09	0.00	1,040,409.51	10,852,005.58	489,704.02	11,341,709.60
2202	MOTOR VEHICLE	6,530,893.33	1,132,684.38	749,879.54	6,913,698.17	26,227.29	6,939,925.46
2203	HUMAN SERVICES	959,165.12	23,300.37	318,082.22	664,383.27	37,432.10	701,815.37
2204	COVID19 EMERGENCY RENTAL ASSIS	8,510,939.10	0.00	370,192.09	8,140,747.01	163,550.61	8,304,297.62
2205	BOARD OF DEVELOPMENTAL DISABIL	38,115,433.34	428,078.21	902,432.54	37,641,079.01	150,601.22	37,791,680.23
2206	DOG AND KENNEL	735,999.92	8,204.29	21,892.85	722,311.36	628.31	722,939.67
2207	LAW LIBRARY RESOURCES FUND	182,801.05	43,945.39	32,584.68	194,161.76	28,176.12	222,337.88
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	22,784,344.00	0.00	2,444,816.92	20,339,527.08	101,526.01	20,441,053.09
2215	VETERAN'S MEMORIAL	5,842.34	0.00	0.00	5,842.34	0.00	5,842.34
2216	RECORDER TECH FUND 317.321	478,924.20	15,460.00	5,125.15	489,259.05	109.00	489,368.05
2217	BOE TECHNOLOGY FUND 3501.17	1,865,641.16	0.00	0.00	1,865,641.16	0.00	1,865,641.16
2218	COORDINATED CARE	698,661.26	60,998.98	41,252.50	718,407.74	25,143.50	743,551.24
2219	WIRELESS 911 GOVERNMENT ASSIST	345,981.52	32,570.31	14,515.95	364,035.88	0.00	364,035.88
2220	CP INDIGENT DRVR INTRLK/MONITG	8,139.33	319.49	0.00	8,458.82	0.00	8,458.82
2221	CC/MC INDIGENT DRIVER INTERLOC	114,274.92	623.18	0.00	114,898.10	0.00	114,898.10
2222	JUV INDIGENT DRIVER INTERLOCK	2,094.87	0.00	0.00	2,094.87	0.00	2,094.87
2223	PROBATE/JUVENILE SPECIAL PROJ	262,704.68	3,603.01	0.00	266,307.69	0.00	266,307.69
2224	COMMON PLEAS SPECIAL PROJECTS	225,715.81	11,226.07	2,740.00	234,201.88	620.00	234,821.88
2227	PROBATION SUPERVISION 2951.021	703,332.08	3,803.50	0.00	707,135.58	0.00	707,135.58
2228	MENTAL HEALTH GRANT	104,414.69	7,500.00	0.00	111,914.69	0.00	111,914.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,512,912.74	54,426.93	22,392.40	2,544,947.27	0.00	2,544,947.27
2231	CO LODGING ADD'L 1%	89,801.64	114,703.42	89,801.64	114,703.42	0.00	114,703.42
2232	COUNTY LODGINGS TAX (FKA 7731)	273,853.44	344,253.44	273,853.44	344,253.44	0.00	344,253.44

# Financial Statement for 2021 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2233	DOMESTIC SHELTER	3,769.00	3,540.00	0.00	7,309.00	0.00	7,309.00
2237	REAL ESTATE ASSESSMENT	6,522,780.76	25.00	56,323.92	6,466,481.84	159.95	6,466,641.79
2238	WORKFORCE INVESTMENT BOARD	176,744.57	104,418.60	260,079.30	21,083.87	88,738.25	109,822.12
2243	JUVENILE GRANTS	317,289.89	4,175.85	5,930.36	315,535.38	0.00	315,535.38
2245	CRIME VICTIM GRANT FUND	6,503.74	19,520.40	5,882.67	20,141.47	0.00	20,141.47
2246	JUVENILE INDIGENT DRIVER ALCOH	20,364.34	75.50	0.00	20,439.84	0.00	20,439.84
2247	FELONY DELINQUENT CARE/CUSTODY	1,103,634.40	0.00	104,456.67	999,177.73	428.72	999,606.45
2248	TAX CERTIFICATE ADMIN FUND	28,577.74	144.00	510.00	28,211.74	0.00	28,211.74
2249	DTAC-DELINQ TAX & ASSESS COLLE	667,580.31	2,974.71	14,104.44	656,450.58	0.00	656,450.58
2250	CERT OF TITLE ADMIN FUND	5,091,423.78	197,382.90	73,300.87	5,215,505.81	1,968.06	5,217,473.87
2251	COAP GRANT - OPIOD ABUSE PROG	385,449.40	0.00	27,645.95	357,803.45	16,478.62	374,282.07
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	86,775.46	38,175.00	46,351.66	78,598.80	2,882.77	81,481.57
2255	MUNICIPAL VICTIM WITNESS FUND	87,870.41	0.00	6,112.54	81,757.87	0.00	81,757.87
2256	WARREN COUNTY SOLID WASTE DIST	1,169,359.20	16,895.75	9,717.59	1,176,537.36	241.54	1,176,778.90
2257	OHIO PEACE OFFICER TRAINING	82,147.00	0.00	0.00	82,147.00	0.00	82,147.00
2258	WORKFORCE INVESTMENT ACT FUND	64,532.57	101,319.00	96,281.91	69,569.66	19,758.20	89,327.86
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	32,787.89	32,787.89	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	697,262.23	29,309.78	22,457.30	704,114.71	170.00	704,284.71
2263	CHILD SUPPORT ENFORCEMENT	1,151,156.90	317,789.64	229,413.99	1,239,532.55	543.88	1,240,076.43
2264	EMERGENCY MANAGEMENT AGENCY	159,648.32	50,963.02	15,968.50	194,642.84	137.97	194,780.81
2265	COMMUNITY DEVELOPMENT	608,543.83	43,007.00	90,662.08	560,888.75	48,960.06	609,848.81
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2021 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2268	INDIGENT GUARDIANSHIP FUND	234,474.69	1,800.00	304.18	235,970.51	0.00	235,970.51
2269	INDIGENT DRIVER ALCOHOL TREATM	639,874.44	5,509.69	0.00	645,384.13	0.00	645,384.13
2270	JUVENILE TREATMENT CENTER	277,362.94	26,531.79	93,887.34	210,007.39	273.06	210,280.45
2271	DTAC-PROSECUTOR ORC 321.261	228,361.42	0.00	14,335.00	214,026.42	0.00	214,026.42
2272	CP INDIGENT DRVR ALC TREATMT	38,663.18	0.00	0.00	38,663.18	0.00	38,663.18
2273	CHILDREN SERVICES	8,635,214.17	522,022.73	622,474.73	8,534,762.17	290,264.02	8,825,026.19
2274	COUNTY COURT COMPUTR 1907.261A	69,640.00	1,185.00	29.16	70,795.84	0.00	70,795.84
2275	COUNTY CRT CLK COMP 1907.261B	25,357.67	3,029.00	0.00	28,386.67	0.00	28,386.67
2276	PROBATE COMPUTER 2101.162	89,092.76	696.00	0.00	89,788.76	0.00	89,788.76
2277	PROBATE CLERK COMPUTR 2101.162	241,969.01	2,320.00	0.00	244,289.01	0.00	244,289.01
2278	JUVENILE CLK COMPUTR 2151.541	26,368.22	1,339.01	0.00	27,707.23	0.00	27,707.23
2279	JUVENILE COMPUTER 2151.541	41,342.57	400.57	0.00	41,743.14	0.00	41,743.14
2280	COMMON PLEAS COMPUTER 2303.201	62,097.74	1,047.00	0.00	63,144.74	0.00	63,144.74
2281	DOMESTIC REL COMPUTER 2301.031	10,998.36	162.00	0.00	11,160.36	0.00	11,160.36
2282	CLERK COURTS COMPUTER 2303.201	257,347.51	3,865.00	0.00	261,212.51	0.00	261,212.51
2283	COUNTY CT SPEC PROJ 1907.24B1	1,876,148.02	19,727.90	4,235.41	1,891,640.51	510.72	1,892,151.23
2284	COGNITIVE INTERVENTION PROGRAM	398,528.87	9,727.35	12,043.40	396,212.82	12,025.00	408,237.82
2285	CONCEALED HANDGUN LICENSE	789,171.85	9,885.00	5,164.32	793,892.53	185.98	794,078.51
2286	SHERIFF-DRUG LAW ENFORCEMENT	13,311.64	200.00	288.64	13,223.00	2,393.73	15,616.73
2287	SHERIFF-LAW ENFORCEMENT TRUST	104,496.80	1,403.38	2,289.32	103,610.86	1,849.45	105,460.31
2288	COMM BASED CORRECTIONS DONATIO	7,245.26	0.00	0.00	7,245.26	0.00	7,245.26
2289	COMMUNITY BASED CORRECTIONS	96,744.00	133,705.00	8,468.95	221,980.05	5,321.35	227,301.40
2290	HAZ MAT EMERG PLAN SPEC FUND	3.84	0.00	0.00	3.84	0.00	3.84
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	0.00	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	23,467.40	1,000.00	0.00	24,467.40	0.00	24,467.40
2294	SHERIFF DARE LAW ENFORC GRANT	8,986.61	0.00	0.00	8,986.61	0.00	8,986.61

# Financial Statement for 2021 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2295	TACTICAL RESPONSE UNIT	20,253.68	696.49	0.00	20,950.17	0.00	20,950.17
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	127,225.43	769.00	0.00	127,994.43	0.00	127,994.43
2298	REHAB INC FUNDS	79,776.74	0.00	7,400.00	72,376.74	0.00	72,376.74
2299	COUNTY TRANSIT	1,113,969.47	11,298.00	14,094.59	1,111,172.88	297.52	1,111,470.40
3327	BOND RETIREMENT SPECIAL ASSMT	217,796.11	0.00	0.00	217,796.11	0.00	217,796.11
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	904,135.63	0.00	0.00	904,135.63	0.00	904,135.63
3384	TAX INCREMENT FINANCING - P&G	868,699.78	0.00	0.00	868,699.78	0.00	868,699.78
3393	RID BOND GREENS OF BUNNEL	3,049,902.56	0.00	0.00	3,049,902.56	0.00	3,049,902.56
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	31,044.12	0.00	0.00	31,044.12	0.00	31,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	69,115.47	0.00	0.00	69,115.47	0.00	69,115.47
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	415,228.51	0.00	23,839.04	391,389.47	0.00	391,389.47
4438	NB COLUMBIA/3C RIGHT TURN LN	18,796.69	14,788.00	0.00	33,584.69	0.00	33,584.69
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	11,050,000.00	0.00	0.00	11,050,000.00	0.00	11,050,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	703,700.89	0.00	35,890.72	667,810.17	0.00	667,810.17

# Financial Statement for 2021 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,311,491.81	0.00	27,135.52	6,284,356.29	0.00	6,284,356.29
4479	AIRPORT CONSTRUCTION	934,101.39	0.00	22,427.95	911,673.44	0.00	911,673.44
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	741,749.02	0.00	0.00	741,749.02	0.00	741,749.02
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	1,968,628.20	0.00	24,776.36	1,943,851.84	22,801.56	1,966,653.40
4493	REDEVELOPMENT TAX EQUIV FUND	1,489,113.58	0.00	146,793.13	1,342,320.45	0.00	1,342,320.45
4494	COURTS BUILDING	1,878,116.37	0.00	21,510.00	1,856,606.37	0.00	1,856,606.37
4495	JAIL CONSTRUCTION SALES TAX	20,512,702.23	1,070,396.09	2,065,741.26	19,517,357.06	504,139.19	20,021,496.25
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	287,507.59	0.00	0.00	287,507.59	0.00	287,507.59
5510	WATER REVENUE	32,353,489.04	1,840,535.83	1,099,825.22	33,094,199.65	79,383.68	33,173,583.33
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	940,023.89	22,202.08	161,490.38	800,735.59	15,777.19	816,512.78
5580	SEWER REVENUE	30,138,029.27	1,490,801.20	626,764.07	31,002,066.40	154,915.87	31,156,982.27
5581	SEWER IMPROV-WC VOCATIONAL SCH	244,909.96	0.00	0.00	244,909.96	0.00	244,909.96
5583	WATER CONST PROJECTS	2,826,707.37	1,165,538.56	2,960,856.16	1,031,389.77	259,550.00	1,290,939.77
5590	STORM WATER TIER 1	157,184.10	0.00	8,180.88	149,003.22	180.00	149,183.22
6619	VEHICLE MAINTENANCE ROTARY	225,041.59	32,222.27	47,125.84	210,138.02	19,523.06	229,661.08
6630	SHERIFF'S POLICING REVOLV FUND	1,149,542.93	8,045.20	357,355.44	800,232.69	0.00	800,232.69
6631	COMMUNICATIONS ROTARY	311,425.76	2,057.98	1,663.43	311,820.31	456.03	312,276.34
6632	HEALTH INSURANCE	3,319,750.03	878,652.25	920,595.29	3,277,806.99	51,172.24	3,328,979.23
6636	WORKERS COMP SELF INSURANCE	1,719,729.51	0.00	43,084.14	1,676,645.37	5,027.23	1,681,672.60



# Financial Statement for 2021 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6637	PROPERTY & CASUALTY INSURANCE	91,645.73	155,144.12	3,199.00	243,590.85	0.00	243,590.85
6650	GASOLINE ROTARY	187,407.30	70,844.83	37,929.58	220,322.55	0.00	220,322.55
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	450,000.00	438,535.12	888,535.12	0.00	0.00	0.00
7709	CORPORATION FUND	2,303,721.56	213,652.95	2,512,738.74	4,635.77	0.00	4,635.77
7713	WATER-SEWER ROTARY FUND	157,762.09	3,694,545.33	3,479,045.47	373,261.95	0.00	373,261.95
7714	PAYROLL ROTARY	321,459.04	3,218,022.05	3,188,879.53	350,601.56	728,887.80	1,079,489.36
7715	NON PARTICIPANT ROTARY	18,130.80	5,020.08	18,130.80	5,020.08	0.00	5,020.08
7716	SCHOOL	24,250,000.00	9,250,000.00	33,500,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	115,994,639.93	14,981,677.01	9,304,795.89	121,671,521.05	24,711.07	121,696,232.12
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	59,388.19	29,639.01	0.00	89,027.20	0.00	89,027.20
7720	LOCAL GOVERNMENT FUND	0.00	363,939.43	363,939.43	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	3,505.00	375.00	125.00	3,755.00	125.00	3,880.00
7723	GASOLINE TAX	0.00	553,730.04	553,730.04	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	403,565.77	0.00	0.00	403,565.77	0.00	403,565.77
7725	UNDIVIDED WIRELESS 911 GOV ASS	2,144.78	65,140.61	34,715.09	32,570.30	0.00	32,570.30
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,088,529.09	1,088,529.09	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	8,188,495.80	-7,877,205.30	91,363.87	219,926.63	80,419.57	300,346.20
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	13,242.30	0.00	0.00	13,242.30	0.00	13,242.30
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	20,847.95	10,510.50	10,261.14	21,097.31	0.00	21,097.31
7742	LIBRARIES	0.00	417,855.66	417,855.66	0.00	0.00	0.00

# Financial Statement for 2021 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,461.69	1,859.22	2,441.97	1,878.94	2,441.97	4,320.91
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	7,521.97	221,483.92	221,483.92	7,521.97	0.00	7,521.97
7754	OHIO ELECTIONS COMMISSION FUND	0.00	1,700.00	1,700.00	0.00	1,700.00	1,700.00
7756	SEWER ROTARY	23,227.50	11,152.50	10,141.50	24,238.50	0.00	24,238.50
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	117,996.99	117,996.99	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	25,068.78	507.00	365.50	25,210.28	0.00	25,210.28
7766	ESCROW ROTARY	871,667.91	0.00	0.00	871,667.91	0.00	871,667.91
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	17,914.54	7,331.73	13.32	25,232.95	0.00	25,232.95
7769	BANKRUPTCY POST PETITION CONDU	21,584.29	3,853.04	0.00	25,437.33	0.00	25,437.33
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	22,752.75	18,417.00	0.00	41,169.75	0.00	41,169.75
7776	UNDIVIDED EVIDENCE SHERIFF	114,988.61	0.00	2,383.97	112,604.64	627.23	113,231.87
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	1,234,131.45	422,200.00	1,380,288.34	276,043.11	543,652.43	819,695.54
7779	UNDIVIDED DRUG TASK FORCE SEIZ	133,362.25	6,884.48	18,434.70	121,812.03	1,787.94	123,599.97
7781	REFUNDABLE DEPOSITS	435,124.47	18,497.76	24,709.71	428,912.52	7,001.96	435,914.48
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	426.76	426.76	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2021 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	166,055.25	156,407.20	0.00	322,462.45	0.00	322,462.45
7795	UNDIVIDED INDIGENT FEES	0.00	2,403.45	2,403.45	0.00	480.69	480.69
7796	MUNICIPAL ORD VIOLATION INDIGE	5,133.81	0.00	332.00	4,801.81	60.00	4,861.81
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	8,311.23	8,311.23	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	718,711.25	2,394.65	50.00	721,055.90	0.00	721,055.90
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,844,822.81	123,357.86	561,554.79	7,406,625.88	82,933.32	7,489,559.20
9912	FOOD SERVICE	277,590.92	12,717.50	2,017.53	288,290.89	1,607.11	289,898.00
9915	PLUMBING BOND-HEALTH DEPT.	11,500.00	0.00	1,500.00	10,000.00	1,500.00	11,500.00
9916	STATE REGULATED SEWAGE PROGRAM	312,836.94	94,152.34	2,068.00	404,921.28	1,279.00	406,200.28
9925	SOIL & WATER CONSERVATION DIST	739,463.40	0.00	65,448.02	674,015.38	1,200.43	675,215.81
9928	REGIONAL PLANNING	382,814.99	7,939.06	31,088.57	359,665.48	407.88	360,073.36
9938	WARREN COUNTY PARK DISTRICT	1,247,377.99	91,447.84	585,334.61	753,491.22	549,619.17	1,303,110.39
9944	ARMCO PARK	468,594.95	144,567.58	134,288.21	478,874.32	16,435.83	495,310.15
9953	WATER SYSTEM FUND	49,403.08	1,345.00	981.00	49,767.08	145.00	49,912.08
9954	MENTAL HEALTH RECOVERY BOARD	12,509,491.18	1,680,064.70	1,202,199.01	12,987,356.87	170,111.80	13,157,468.67
9961	HEALTH GRANT FUND	1,774,379.95	313,184.66	52,621.01	2,034,943.60	228.00	2,035,171.60
9963	CAMPGROUNDS	7,603.70	0.00	660.00	6,943.70	110.00	7,053.70
9976	HEALTH - SWIMMING POOL FUND	163,777.33	0.00	0.00	163,777.33	0.00	163,777.33
9977	DRUG TASK FORCE COG	724,427.55	118,131.63	185,161.31	657,397.87	2,028.93	659,426.80
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		518,937,832.37	46,663,769.54	80,111,557.34	485,490,044.57	5,195,974.21	490,686,018.78

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for August, 2021 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1224

Adopted Date September 07, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH BOOMTOWN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 4B SITUATED IN THE VILLAGE OF MORROW

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

## SECURITY AGREEMENT


Bond Number	:	21-015 (W/S)
Development	:	The Woodlands at Morrow, Phase 4B
Developer	:	Boomtown Development, LLC
Location	:	Village of Morrow
Amount	:	\$13,745.11
Surety Company	:	Great American Insurance Company (CA3453912)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Boomtown Development LLC, 3400 Werk Rd., Cincinnati, OH 45211  
Great American Insurance Group, 301 E 4<sup>th</sup> Street, Cincinnati, OH 45202  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

21-015 (w/s)  
Security Agreement No.

CA 3453912

This Agreement made and concluded at Lebanon, Ohio, by and between BOOMTOWN DEVELOPMENT, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and GREAT AMERICAN INSURANCE GROUP (2) (hereinafter the "Surety")

**WITNESSETH:**

WHEREAS, the Developer is required to install certain improvements in THE WOODLANDS AT MORROW Subdivision, Section/Phase 4B (3) (hereinafter the "Subdivision") situated in \_\_\_\_\_ (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 \$137,451.14 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 1 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 \$13,745.00 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:

BOOMTOWN DEVELOPMENT, LLC  
3400 WERK RD  
CINCINNATI, OH 45211  
Ph. (513) 461-2611



D. To the Surety:

GREAT AMERICAN INSURANCE GROUP

301 E 4TH STREET

CINCINNATI, OH 45202

Ph. ( 513 ) 369-5000

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

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

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

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

\_\_\_\_\_ Original Escrow Letter (attached)

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

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

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.
16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

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

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

**DEVELOPER: BOOMTOWN DEVELOPMENT, SURETY: GREAT AMERICAN INSURANCE CO.**  
**LLC**

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

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

SIGNATURE: Mary S Allen

SIGNATURE: [Handwritten Signature]

PRINTED NAME: MARY S. ALLEN

PRINTED NAME: TIMOTHY J. IORI

TITLE: managing member

TITLE: Attorney in Fact

DATE: 8-20-2021

DATE: August 19, 2021

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number \_\_\_\_\_, dated 9-7-21.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: \_\_\_\_\_

TITLE: President

DATE: 9-7-21

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

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

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21554

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **11TH** day of **NOVEMBER** 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C B*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **11TH** day of **NOVEMBER**

**2019**, before me personally appeared **MARK VICARIO**, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2405)



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

*19th* day of *August* 2021



*My L C B*

Assistant Secretary

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1225

Adopted Date September 07, 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:

\$185,750.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753377-AAREVENUE-5575-49000	(Hunter Sewer System Improvements)
\$922,327.49	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753385-AAREVENUE-5575-49000	(LLMWWTP Improv Projects)
\$54,600.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753386-AAREVENUE-5575-49000	(Sycamore Trails WWTP Upgrades)
\$198,668.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753394-AAREVENUE-5575-49000	(Waynesville WWTP Aeration Upgrades)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7th day of September 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 21-1226

Adopted Date September 07, 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

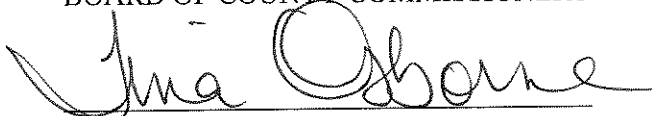
\$4,795,587.51	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833208-AAREVENUE-5583-49000	(Water Softening Project)
\$1,112.06	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833214-AAREVENUE-5583-49000	(Kings Mills Infrastructure Project)
\$16,110.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833216-AAREVENUE-5583-49000	(South Union Rd Improv. Project)
\$23,320.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833223-AAREVENUE-5583-49000	(2021 Well Redevelopment Project)
\$224,611.06	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833200-AAREVENUE-5583-49000	(Water Projects)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7th day of September 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 21-1227

Adopted Date September 07, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY  
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation for the Educational  
Service Center:

\$500,000.00 into #22111110-5410 (Loc Fiscal Rec – Contracts BOCC Approved)

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

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

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1228

Adopted Date September 07, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE COURT CLERK FUND #2223

WHEREAS, a supplemental appropriation is necessary to pay for a video recording upgrade in Juvenile Court; and

WHEREAS, these funds will be reimbursed by the Supreme Court of Ohio; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation into Juvenile Court Clerk Special Projects Fund #2223

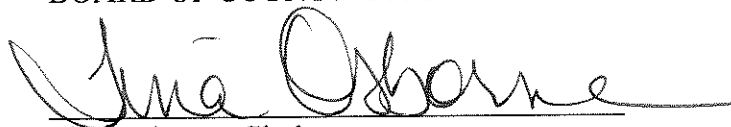
\$50,000.00 into 22231252-5330 (Capital Purchases)

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Juvenile (file)



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1229

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO RECORDER'S OFFICE FUND #11011160

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Recorder's Office Fund #11011160 in order to process a vacation leave payout for Staci Morris former employee of Recorder's Office:


\$7,341.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011160-5882	(Recorder's Office - Vacation Leave Payout)

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Recorder's Office (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1230

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE  
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,000.00 from #11011620-5210 (Garage Material & Supplies)  
into #11011620-5317 (Garage Non-Capital Purchase)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Garage (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1231

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$350.00	from	#11012300-5910	(Other Expense)
	into	#11012300-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Building/Zoning (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1232

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS SPECIAL  
PROJECTS #2224

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #22241220-5330 (Capital Purchase)  
into #22241220-5400 (Purchased Services)

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1233

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /  
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,082.98 from #22642800 5317 (Non-Capital Purchases)  
into #22642800 5318 (Data Board Approval Non Cap. Purchase)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7th day of September 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 21-1234

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employees of Children Services, Amber Valentine and Christian Jent:

\$6,250.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1235

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 600.00	from	BUDGET-BUDGET 22891228 5102	(Regular Salaries)
	into	BUDGET-BUDGET 22891228 5400	(Purchased Services)
\$ 450.00	from	BUDGET-BUDGET 22891228 5820	(Health/Life Insurance)
	into	BUDGET-BUDGET 22891228 5400	(Purchased Services)

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1236

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00	from	BUDGET-BUDGET 22891224 5102	(Regular Salaries)
	into	BUDGET-BUDGET 22891224 5400	(Purchased Services)

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Common Pleas (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1237

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 20,000.00 from #44923822-5400 (Purchased Services)  
into #44923822-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1238

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department incurs employee reimbursement costs for non-taxable meal fringe expenses; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$350.00	from	55103200 - 5998	(Reserve/Contingency)
	into	55103200 - 5911	(Non-Taxable Meal Fringe)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1239

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to uniform clothing and personal equipment; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from 55103200 - 5998 (Reserve/Contingency)  
into 55103200 - 5855 (Clothing/Personal Equipment)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor ✓  
Appropriation Adj. file  
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1240

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to materials and supplies used for operation and distribution; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:


\$70,000.00	from	55103200 - 5998	(Reserve/Contingency)
	into	55103200 - 5210	(Materials & Supplies)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

mbz

cc: Auditor ✓  
Appropriation Adj. file  
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1241

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to uniform clothing and personal equipment; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:


\$7,500.00	from	55803300 - 5998	(Reserve/Contingency)
	into	55803300 - 5855	(Clothing/Personal Equipment)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1242

Adopted Date September 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE  
FUND #6619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00 from #66191110-5210 (Garage Material & Supplies)  
into #66191110-5317 (Garage Non-Capital Purchase)

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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Garage (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1243

Adopted Date September 07, 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	BECKMAN ENVIRONMENTAL SERV INC	SEW 75 HP SUBMERSIBLE PUMP	\$ 35,240.00
WAT	THE HENRY P THOMPSON CO	4INCH FAIRBANKS 30 HP PUMP	\$ 48,000.00
FAC	HILLSIDE MAINT SUPPLY CO INC	FAC CLEANING EQUIPMENT NEW JAIL	\$ 14,880.00

## PO CHANGE ORDER

FAC	GRANGER CONSTRUCTION COMPANY	NEW JAIL AND SHERIFF'S OFFICE PROJECT	\$ 4,584.00 INCREASE
ENG	CARPENTER MARTY TRANSPORTATION	NB Columbia Rd at US 22/3 project	\$ 14,778.00 INCREASE
WAT	ROSSMANN ELECTRIC INC	REPAIR CIRCUIT BREAKER LLM	\$ 6,878.00 INCREASE

9/7/2021 APPROVED:



Tiffany Zindel, County Administrator



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1244

Adopted Date September 07, 2021

APPROVE ANNEXATION OF 177.2870 ACRE TO THE CITY OF LEBANON, MARGARET W. COMEY, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Margaret W. Comey, Agent to annex 177.2870 acre to the City of Lebanon filed on the 1<sup>st</sup> day of September 2021; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Margaret Comey, Agent  
RZC  
Auditor \_\_\_\_\_  
City of Lebanon

RPC  
Map Room  
Annexation file  
Turtlecreek Township