

Resolution

Number 19-1378

Adopted Date October 22, 2019

APPROVE PROMOTION OF LANEY FOSTER FROM THE POSITION OF PROTECTIVE SERVICE CASEWORKER I TO PROTECTIVE SERVICE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has an open Protective Services Caseworker II position which works specifically with the START program; and

WHEREAS, the Director and Deputy Director of Children Services have interviewed Ms. Foster as well as several other internal candidates and recommend Laney Foster for said position; and

NOW THEREFORE BE IT RESOLVED, to promote Laney Foster to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.67 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning October 26, 2019.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
L. Foster's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1379

Adopted Date October 22, 2019

ACCEPT RESIGNATION OF HANNAH OBRYAN, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE OCTOBER 30, 2019

BE IT RESOLVED, to accept the resignation, of Hannah Obryan, Emergency Communications Operator within the Warren County Emergency Services Department, effective October 30, 2019.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
Hannah Obryan's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-1380

Adopted Date October 22, 2019

ACCEPT RESIGNATION OF SAMANTHA RHOADES, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE OCTOBER 31, 2019

BE IT RESOLVED, to accept the resignation, of Samantha Rhoades, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective October 31, 2019.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
S. Rhoades' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-1381

Adopted Date October 22, 2019

AUTHORIZE THE POSTING OF THE "ELIGIBILITY REFERRAL SPECIALIST II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Eligibility Referral Specialist II" position within the Department of Job and Family Services, Human Services Division; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist 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 October 23, 2019.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

Resolution

Number 19-1382

Adopted Date October 22, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO REBECCA BRADLEY, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

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

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Rebecca Bradley not to exceed twelve (12) weeks; pending further documentation from Mrs. Bradley's physician.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
R. Bradley's FMLA file
Sue Spencer

Resolution

Number 19-1383

Adopted Date October 22, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO BRITTNEY YOST WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

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

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Brittney Yost not to exceed twelve (12) weeks; pending further documentation from Mrs. Yost's physician.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
B. Yost's FMLA file
OMB – Sue Spencer

Resolution

Number 19-1384

Adopted Date October 22, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO DIANA O'CONNOR WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Diana O'Connor; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Diana O'Connor not to exceed twelve (12) weeks; pending further documentation from Mrs. O'Connor's physician.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
D. O'Connor's FMLA file
OMB – Sue Spencer

Resolution

Number 19-1385

Adopted Date October 22, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO CHRISTIAN JENT WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

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


NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Christian Jent not to exceed twelve (12) weeks; pending further documentation from Mrs. Jent's physician.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
C. Jent's FMLA file
OMB – Sue Spencer

Resolution

Number 19-1386

Adopted Date October 22, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO W.G. STANG, LLC. FOR THE FY19 CITY OF FRANKLIN SHAWN DRIVE STORM SEWER CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., October 15, 2019, and the bids were received, opened and read aloud for the FY19 City of Franklin Shawn Drive Storm Sewer CDBG Project for the Grants Administration Office, and the results are on file in the Board of Commissioners' Office; and

WHEREAS, the Warren County Grants Coordinator, has determined that W.G. Stang, LLC., is the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Grants Coordinator, that it is the intent of this Board to award the bid to W.G. Stang, LLC., 2403 Jacksonburg Road, Hamilton, Ohio, for a total bid price of \$122,400.00; and


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

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: OGA (file)
OMB Bid file

Resolution

Number 19-1387

Adopted Date October 22, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE CHANGE ORDER #4 WITH HGC CONSTRUCTION RELATIVE TO THE WARREN COUNTY PROBATE/JUVENILE COURT ADDITION AND RENOVATION PROJECT

WHEREAS, pursuant to Resolution #18-1294, adopted August 14, 2018 this Board entered into contract with HGC Construction relative to the Probate/Juvenile Court Addition and Renovation Project; and

WHEREAS, the Director of Facilities Management is requesting HGC Construction perform additional work items including the Visitation Area Renovation not contained within the Contract; and

WHEREAS, the Guaranteed Maximum Price has been agreed upon and an addendum to the contract is necessary; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute change order #4 with HGC Construction, in the amount of \$89,733.28, resulting in a new purchase order to HGC Construction and a new contract price of \$4,413,438.85; change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
c/a—HGC Construction
Facilities Management (file)
Project file



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 004	Change Order Effective Date: 10/22/2019 (date when executed by both parties)
Project: Warren County Probate Juvenile Court Expansion	Design Builder's Project No: 118017
Owner: Warren County Board of Commissioners	Date of Agreement: 8/6/2018
	Design Builder: HGC Construction

Scope of the Change:

Proposed Change Order: Owner Requested Change Order (ORC) #4 for the following changes in the contract:

<u>Visitation Area Renovation</u>	<u>Amount</u>
Misc. Masonry	5,399.00
Doors & Hardware	17,307.00
Door Glazing	1,280.00
Framing & Drywall	8,027.00
Resilient Base	797.00
Painting	2,000.00
Misc. Fire Protection	2,460.00
Misc. Heating and Air Conditioning	3,981.00
Misc. Electrical	15,966.00
Installation of doors, frames & hardware	4,172.00
General Requirements	6,722.00
General Conditions	12,008.00
Fee	<u>9,614.28</u>
Total For Change Order:	<u>89,733.28</u>

The Visitation area adds 17 days to the project
Weather delays add 21 days to the project

Original Contract Price:	\$ <u>350,000.00</u>	
Net Change by Previous Change Order No(s): 1 to 3	\$ <u>3,973,705.57</u>	
This Change Order Increase/Decrease (attach breakdown):	\$ <u>89,733.28</u>	
New Contract Price:		\$ <u>4,413,438.85</u>

Original Contract Completion Date:

November 5, 2019

Adjustments by Change Order No(s): 1 to 3

0 (Calendar days)

This Change Order Contract Time Increase/Decrease:

38 (Calendar days)

Revised Substantial Completion Date:

December 27, 2019

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

OWNER: Warren County Board of Commissioners

DESIGN-BUILDER: HGC Construction

By:

Tiffany Zindel

By:

Joe Frecker

Printed Name: Tiffany Zindel

Printed Name: Joe Frecker

Title: County Administrator

Title: Project Executive

Date: 10-22-19

Date: 10/16/19

OWNER:

DESIGN-BUILDER:

By:

~~Shannon Jones~~

By:

Printed Name: _____
Title: _____
Date: _____

Printed Name: Shannon Jones

Title: Commissioner

Date: _____

OWNER:

DESIGN-BUILDER:

By:

~~David G. Young~~

By:

Printed Name: _____
Title: _____
Date: _____

Printed Name: David G. Young

Title: _____

Date: _____

Build Every Day

HGC Construction
2814 Stanton Ave.
Cincinnati, OH 45206

October 14th, 2019

Mr. Trevor Hearn
Director of Facilities Management
Warren County
430 Justice Dr.
Lebanon, Ohio 45036

RE: Warren County Juvenile Probate Court Visitation Renovation

HGC Construction is pleased to offer a proposal for the above referenced Juvenile Court Renovation Project based upon drawings prepared by Trevor Hearn. Our proposal is solely based upon said drawings and no specifications. Our lump sum price to complete the scope of work detailed throughout the Construction Documents is \$ 89,733.28

Explanation of Clarifications and Assumptions:

- Add 3 weeks to initial project duration
- No contingency is included for this scope of work
- Prevailing wages is included
- Sales tax is not included
- Based on normal working hours of M-F 7:30 AM – 4:00 PM
- Payment and Performance Bond and Builders Risk Policy not included
- Utility usage is paid by Owner
- Testing and Special Inspections if required are by Owner
- Furnish and install of any electronic hardware is excluded
- Existing floor to remain & be protected during renovation
- Demolition includes removal of masonry block for new door opening and removal of existing ceiling & Room A44 selective demo
- Design review and permitting if required is by Owner



HGC CONSTRUCTION
2814 Stanton Avenue
Cincinnati, OH 45206
p: 513.861.8866
f: 513.861.7878

HGC
CONSTRUCTION

- Scope of work is based on the attached sketches provided by owner and site review that included
 - Existing door to office A19.1 to remain
 - Frame new walls on top of existing floor; walls to extend 1'-0" above acoustical ceiling & be braced to structure above or adjacent walls
 - Repaint all walls in highlighted area
 - Cut masonry pass-through from juvenile area to visitation area
 - Install 7 new doors and 8 new frames
 - Install rubber base at new framed walls
 - Install new acoustical ceiling system, approximately 250 SF
 - Relocate and add sprinkler heads to new rooms to maintain code compliance
 - Cleanup of all construction debris
 - Relocate door in A44 closet to be in hallway
 - Patch and infill where old A44 closet door existed
 - Reverse swing of office entry door at A44; switches to remain in current locations
 - Wall molding is assumed to be acceptable where required at existing CMU walls
 - F&I additional cabling per Structured Technology's proposal & walk-through with owner; includes rough-in of (1) additional device
- No specifications
- Price is valid for 30 days



HGC CONSTRUCTION
2814 Stanton Avenue
Cincinnati, OH 45206
p: 513.861.8866
f: 513.861.7878

HGC
CONSTRUCTION



CHANGE ORDER REQUEST

Tuesday, October 8, 2019

2824 Stanton Avenue
Cincinnati, OH 45206
513.751.7774 Phone
513.861.7878 Fax

PCO #2 Revised

Project: Warren County

TO: HGC Construction
2824 Stanton Ave.
Cincinnati, OH 45206

DESCRIPTION Masonry work in areas A19.1, A19, and A21.
infill and toothing at new door. Frame set by others.
Cut new opening and tooth jambs.

LABOR	Hrs.	Rate	Amt.
Senior Project Manager		\$104.00	\$0.00
Project Manager		\$92.00	\$0.00
Project Engineer		\$77.00	\$0.00
Superintendent		\$87.00	\$0.00
Foreman		\$83.00	\$0.00
Bricklayer	80.00	\$65.00	\$5,200.00
Laborer		\$63.50	\$0.00
Total Lab.			\$5,200.00

SUBCONTRACTORS			Amt.
10%	P		\$0.00
Total Subcont.			\$0.00

Equipment			Amt.
		\$50.00	\$50.00
10%	OH&P		\$5.00
Total Equip.			\$55.00

Material			Amt.
35 8" CMU	\$1.68		\$58.50
8 Bags mortar	\$9.00		\$72.00
10%	OH&P		\$13.55
Total Mat.			\$143.55

HAULING/DISPOSAL			Amt.
			\$0.00
Total Haul/Dis.			\$0.00

Labor	\$5,200.00
Material	\$143.55
Equipment	\$55.00
Subcontractors	\$0.00
Hauling	\$0.00
Total Change Order	\$5,398.55

Additional Days:

Approval Signature: _____



Kelley Bros, LLC
 7607 Easy Street
 Mason, OH 45040
 Phone: 513-770-0120
 Fax: 513-770-0656

CUSTOMER PROPOSAL

Steve Mergenthal, Project Manager

Acct#: C08001

Project Number: 55-1916163-0

Proposal Date: 9/20/2019

Re-Print Date: 9/20/2019

**JOB NAME: WARREN CO JUVI PROBATE ADDED
 FRAMES, DOORS & HARDWARE**

Sold To: HGC Construction Co.

2814 Stanton Ave.
 CINCINNATI, OH 45206
 Tel: 513-861-8866
 Fax: 513-861-7878

Attn:

Ship To: WARREN CO JUVI

ADDED FRAMES, DOORS AND HARDWARE

Tel:
 Cell:

Mfr Part# / Description

8 EA WELDED HOLLOW METAL FRAMES/ 3
 HOLLOW METAL DOORS

4 EA PLAIN SLICED PREFINISHED CHERRY
 DOORS

1 LOT OF FINISH HARDWARE FOR ABOVE
 DOORS

GLASS BY OTHERS
 MATERIAL ONLY / DELIVERED TO THE JOB.

Customer PO#:

Customer Acceptance: _____ Date: _____

Printed Name: _____

SubTotal:	\$ 17,307.00
Freight:	0
Tax:	\$ 1,211.49
Project Total:	\$ 18,518.49

NET 30 subject to credit approval. Prices quoted valid For 30 days Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

THANK YOU

Braden Sotkiewicz

From: Michael Emerson <memerson@timrekinc.com>
Sent: Wednesday, September 4, 2019 3:38 PM
To: Braden Sotkiewicz; Jacob Reeves
Cc: Joe Frecker
Subject: Pricing - Warren Co Probate Added doors, frames and hardware

REDACTED

The price is \$1,280.00 for the following work – all other work is excluded:

Install 1/4" Clear Tempered in Wood Doors

2 lts 4" x 24"

1 lt 24" x 36"

Install 1/4" Clear Tempered in Steel Doors

1 lt 24" x 36"

Install 1" Clear Tempered Low E in Steel Doors

2 units 24" x 76"

If they decide they want to make the 2 replacement doors the same style Heavy Wall Aluminum Doors and Frames we are already providing along with the sidelights and the one window in room A19.1 in a Kynar paint to either match the existing HM framing or match the Black we are using elsewhere with door hardware as listed below and all demo being by others Add \$20,100.00 to the above price.

Hardware Exterior Door:

- 1 each Precision 2403 x CD x SNB x NCA-03 x 630 Rim Panic
- 1 each Best 12E-72 S2 RP x 626 Rim Cylinder x Green construction cores
- 1 each Best E1-74 x 626 for CD Mortise Cylinder
- 1 each HES 9600 x 2005M3 x CON x 630 Electric Strike
- 1 each CON-192P Wiring Harness
- 1 each Trimco 1191E-4J x 630 Pull
- 1 each NGP 896S x AL x 3' Thresholds
- 1 each C627A x 36" Sweep
- 1 each Stanley D-4550 CS P45HD -112 x 689

Hardware Interior Door:

- 1 each Precision 2403 x CD x SNB x NCA-03 x 630 Rim Panic
- 1 each Best 12E-72 S2 RP x 626 Rim Cylinder x Green construction cores
- 1 each Best E1-74 x 626 for CD Mortise Cylinder
- 1 each HES 9600 x 2005M3 x CON x 630 Electric Strike
- 1 each CON-192P Wiring Harness
- 1 each Trimco 1191E-4J x 630 Pull
- 1 each Stanley D-4550 CS P45HD -112 x 689

Thanks Mike,
TIMREK &
ASSOCIATES INC.

**CHANGE PROPOSAL
VALCOM ENTERPRISES, INC.
120 CENTER ST
WILDER, KY 41071-2906
(859) 655-4400
FAX: (859) 655-4420**

Attn: JACOB REEVES

PROPOSAL SUBMITTED TO HGC	PHONE (513) 861-8866	DATE 8/30/2019
	E-MAIL: ireeves@hgcconstruction.com	
STREET	JOB NAME WARREN CTY PROBATE JUVENILE COURT EXP.	
CITY, STATE, ZIP	JOB LOCATION 900 MEMORIAL DR. LEBANON, OH 45036	
ARCHITECT ELVAR	PLAN DATE 2/14/2019	JOB PHONE

In response to your request, Valcom will furnish labor, material and equipment necessary to perform the following scope of work:

LISTED BELOW IS THE ADDITIONAL COST FOR THE FOLLOWING CHANGES IN THE EXISTING AREA. REFER TO ATTACHED SHEETS FOR PRICE BREAKDOWN.

- ADD DRYWALL TO EXISTING CMU WALLS AT RESTROOM #A04 & CONNECTING CORRIDOR GOING FROM NEW ADDITION TO SECURE AREA A02.
 - INCLUDES ADDING 2 LAYERS (8LFOF WALL) OF DRYWALL ON THE INSIDE NORTH WALL AT RESTROOM A04 & ADDING 4LF OF DRYWALL ON CONNECTING CORRIDOR SIDE. EXPOSED DRYWALL TO BE ABUSE RESISTANT.
 - ADD ABUSE RESISTANT DRYWALL AT CMU HEADER AT WEST WALL IN CONNECTING CORRIDOR. **ADD.....\$1,194.00**
- PROVIDE THE FOLLOWING DRYWALL & ACOUSTICAL CEILING WORK FOR FOLLOWING AREA EXISTING AREAS.
 - REMOVE & ROTATE DOOR FRAME GOING INTO CHIEF PROBATION OFFICE #A44
 - REMOVE & RELOCATE CLOSET DOOR FRAME & INFILL EXISTING CLOSET DOOR OPENING.
 - PATCH DRYWALL FROM CHANGING DOOR FRAMES AT ROOM #A44.
 - ADD 16LF OF NEW WALL PARTITION (3 5/8" DRYWALL STUDS), WITH 3 1/2" SOUND BATT INSULATION & 5/8" ABUSE BOARD 10' HIGH AT NEW VISITATION AREA
 - SET 2 NEW DOOR FRAMES FURNISHED BY OTHERS IN DRYWALL PARTITIONS AT VISITATION ROOMS
 - ADD NEW ACOUSTICAL CEILINGS AT 3 ROOMS AT VISITATION AREA (250SF). PRICE BASED ON STANDARD 15/16" GRID, ARMSTRONG 2ND LOOK #2767 OR USG ILLUSION 24/2 CEILING TILE & 3 1/2" SOUND BATT INSULATION ABOVE CEILING. **ADD.....\$6,927.00** + 1100 Ceiling Demo @ Visitation

LET US KNOW IF WE ARE TO PROCEED WITH THIS ADDITIONAL WORK. ANY QUESTIONS CONCERNING THIS QUOTE FEEL FREE TO CONTACT ME.

Includes: Prevailing wages

Excludes: Sales tax/ Temporary heat & electric/Permits/ Dumpster/ MBE or WBE participation

Addenda:

8027

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: As quoted above

Payment to be made as follows: Upon receipt of Invoicing

All material is guaranteed to be as specified. All work to be completed in a worklike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra change over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: GARY F. MERZ VICE PRESIDENT

This proposal may be withdrawn if not accepted within 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By: _____

Date of Acceptance: _____ Company: _____

Valcom Enterprises, Inc.
 120 Center Street, Wilder, KY 41071
 Phone: 859-655-4400 Fax: 859-655-4420

Bid Summary

Warren County Juvenile Probate Court Expansion

Warren Cty Juvenile - Additional work @ existing

Bid No. 65

Selected Sections: 08100 Metal Doors and Frames, 09250 Drywall, 09500 Acoustical Ceilings

Selected Typical Areas:

Selected Areas: (unassigned), ADDITION, EXISTING

Estimator: **GFM - Gary Merz**

Job Class:

Wage Type: **Union**

Job Status: **Pending**

Bid Date/Time: **10/31/2028 2:00:00 PM**

Plans Date: **10/10/2018**

08100 Metal Doors and Frames

No.	Condition	Height	Quantity	Unit Price			Total Price	Man Days
				Mat.	Lab.	Total		
1	Room #A44 REMOVE/INSTALL NEW FRAMES		3.00 EA	1.51	96.59	98.11 / EA	294.32	0.55
3	SET DOOR FRAMES @ VISITATION WALLS		2.00 EA	2.22	144.89	147.11 / EA	294.22	0.55

Material & Labor Total: 588.53 1.10

08100 Metal Doors and Frames Total: 588.53 1.10

09250 Drywall

No.	Condition	Height	Quantity	Unit Price			Total Price	Man Days
				Mat.	Lab.	Total		
1	Room #A44 REMOVE/INSTALL NEW FRAMES		3.00 EA	59.36	705.15	764.51 / EA	2,293.53	4.03
2	ADDITIONAL WALLS @ VISITATION A19 & A19.1	10' 0"	16.00 LF	33.01	120.81	153.83 / LF	2,461.21	3.68

Material & Labor Total: 4,754.74 7.71

09250 Drywall Total: 4,754.74 7.71

09500 Acoustical Ceilings

No.	Condition	Height	Quantity	Unit Price			Total Price	Man Days
				Mat.	Lab.	Total		
4	ADD ACOUSTICAL CEILING		250.00 SF	2.42	3.91	6.33 / SF	1,583.72	1.83

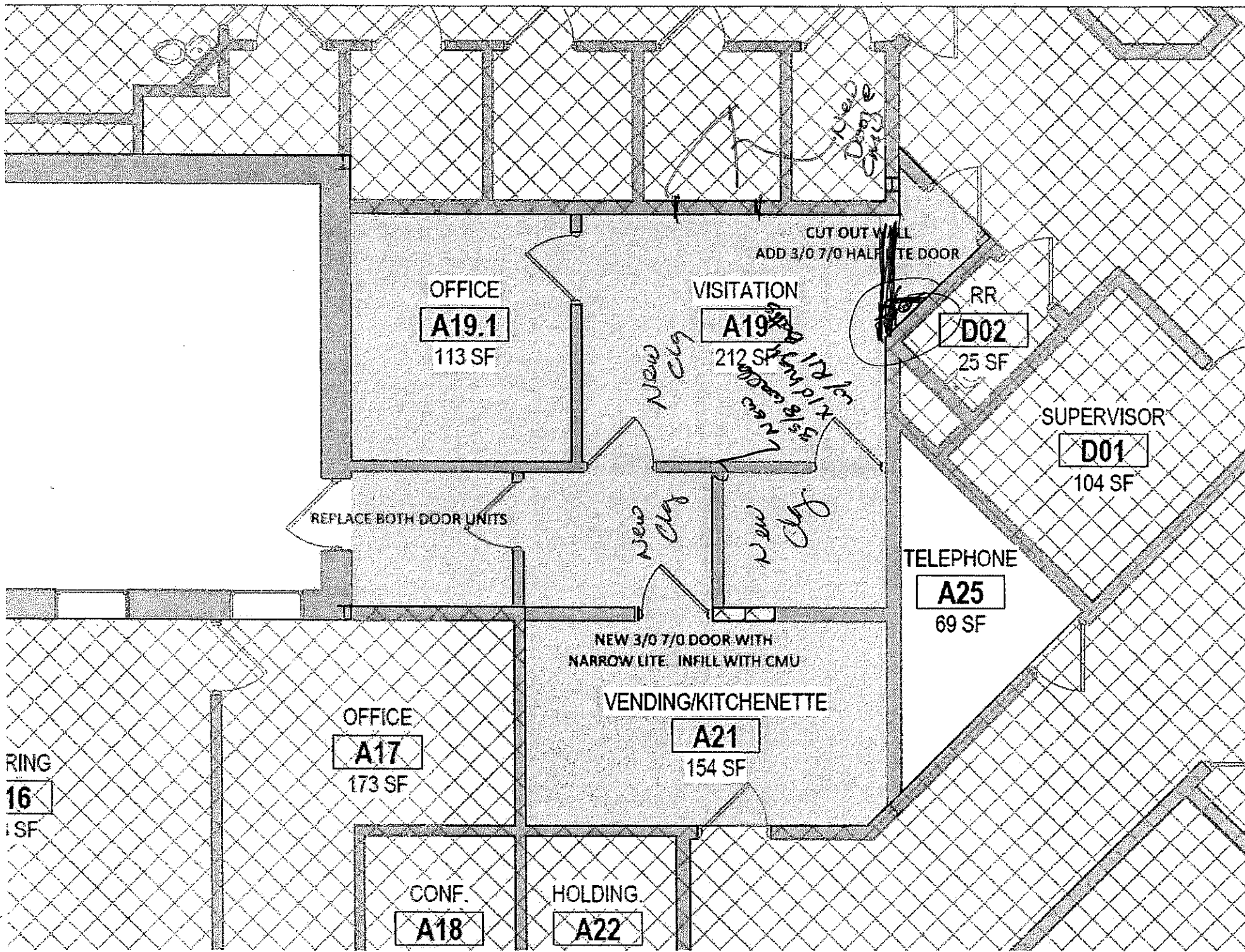
Material & Labor Total: 1,583.72 1.83

09500 Acoustical Ceilings Total: 1,583.72 1.83

Grand without additional markups Total: 6,927.00 10.64

Additional Markups Total: 0.00

Grand Total: 6,927.00



RING
16
SF

*New
Door
3/0 7/0*

CUT OUT WALL
ADD 3/0 7/0 HALF LITE DOOR

OFFICE
A19.1
113 SF

VISITATION
A19
212 SF

RR
D02
25 SF

SUPERVISOR
D01
104 SF

REPLACE BOTH DOOR UNITS

New Clg
New Clg
New Clg
New Clg
*5' x 11' 8" for
KID in
case
of fire*

TELEPHONE
A25
69 SF

NEW 3/0 7/0 DOOR WITH
NARROW LITE. INFILL WITH CMU

OFFICE
A17
173 SF

VENDING/KITCHENETTE
A21
154 SF

CONF.
A18

HOLDING
A22

INSTALL FLUSH DOOR
ON HALLWAY SIDE

(E) PRIVATE
CORRIDOR

REMOVE CLOSET DOOR
AND INFILL WITH DRYWALL

C-1

printer
typ.

*Change
Swing on Door*

CHIEF PROBATION
OFFICER

A44

163 SF

Files

Files

13

Files

MEN

Change Order Detail Summary



12 Kiesland Court
Hamilton, Ohio 45015
OFFICE: 513.645.1110
FAX: 513.645.4270

Project No. 181214 Date 9/23/2019
 Project Name Warren County Juvenile Court Description JDC Visitation Areas
 County _____
 Contractor Name and Address _____
 HGC _____ Type of Work Soft Flooring
 Client Contract No. B15-4500080205
 Change Request N _____

A. Labor Summary (excluding fringe benefits). Check box for overtime rate.*						
<input type="checkbox"/>	8.00	hours	x	29.04	/hour = 232.32	Tile / Terrazzo Mechanic
<input type="checkbox"/>		hours	x		/hour =	Foreman Tile Terrazzo
<input type="checkbox"/>		hours	x		/hour =	Overtime Mechanic Tile / Terrazzo
<input type="checkbox"/>		hours	x		/hour =	Overtime Foreman Tile / Terrazzo
<input type="checkbox"/>		hours	x		/hour =	Double time Mechanic
<input type="checkbox"/>		hours	x		/hour =	Total (A) \$ 232.32
B. Fringes:						
	8.00	hours	x	17.28	/hour = 138.24	Fringe Benefit
	8.00	hours	x	10.51	/hour = 84.05	Applicable Payroll Tax Mechanic
		hours	x		/hour =	Applicable Payroll Tax Foreman
		hours	x		/hour =	Applicable Payroll Tax Mechanic
		hours	x		/hour =	Applicable Payroll Tax Foreman
		hours	x		/hour =	Applicable Payroll Tax Mechanic
		hours	x		/hour =	Total (B) \$ 222.29
C. Equipment Rental (attach itemized quotes / invoices)						Total (C) \$
D. Owned Equipment (attach itemized supporting documentation)						Total (D) \$
E. Trucking (attach itemized supporting documentation)						Total (E) \$ 500.00
F. Material (attach itemized supporting documentation)						Total (G) \$ 156.20
G. Combined Overhead & Profit: (A+B+C+D+E+F) x 15.0% **						Total (H) \$ 166.62
H. Subcontractor (attach Change Order Detail Summary and quotes / invoices)						Total (I) \$
I. Contractor Mark-Up on Subcontractor: H x 10.0% **						Total (J) \$
J. Miscellaneous						
1.	Additional bond/insurance cost			1.5%	\$ 19.16	
2.	Fees for permits, licenses, inspection, tests, etc. (attach supporting documentation)				\$	
3.	Overnight lodging, travel and food (prior approval from University required)				\$	
						Total (K) \$ 19.16
Grand Total (A+B+C+D+E+F+G+H+I+J)						\$ 1,296.60

Project No. 181214 Date 9/23/2019
Project Name Warren County Juvenile Court Description JDC Visitation Areas

This cost change will impact the construction schedule Change Request No. 0

C. Equipment Rental (attach itemized quotes / invoices) Days Required 0

Rental Equipment	Hour	-	\$ -	\$ -
Rental Equipment	Day	-	\$ -	\$ -
Rental Equipment	Day	-	\$ -	\$ -
Rental Equipment Delivery	Day	-	\$ -	\$ -
C. Subtotal Rental Equipment				\$ -

D. Owned Equipment (attach itemized supporting documentation)

Owned Equipment - Hand Grinder	Day	-	\$ -	\$ -
Owned Equipment	Hour	-	\$ -	\$ -
Owned Equipment - Sander	Day	-	\$ -	\$ -
Owned Equipment Delivery	Day	-	\$ -	\$ -
D. Subtotal Owned Equipment				\$ -

E. Trucking (attach itemized supporting documentation)

Freight from suppliers to Axis Warehouse	Each	1.00	\$250.00	\$ 250.00
Parking	Each	-		\$ -
Truck Charge - Delivery to the job site	Trip	1.00	\$250.00	\$ 250.00
E. Subtotal Trucking				\$ 500.00

G. Material (attach itemized supporting documentation)

MATERIAL DESCRIPTION	U.O.M	QUANTITY	UNIT \$	TOTAL COST
Johnsonite 4" Base RB1	lf	240.00	0.58	\$ 139.20
Mapei 575 Base Glue cartridges	ea	4	4.25	\$ 17.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
G. Subtotal Material				\$ 156.20

Tri State Interiors LLC

510 Van Voast Ave, Bellevue Ky, 41073

Phone: 859-360-3510 Fax: 859-360-0439

Email TSI@Tri-Stateint.com



Proposal

SDVOSB (Service-Disabled Veteran-Owned Small Business)

Project Information:

Project Name: Warren County Juvenile New work

Project Number:

Location: Warren County Juvenile Court

Proposal Bid Date:

Addendums Noted:

Quote Valid For: 90 Days

Bid Qualifications:

Painting of Hollow Metal doors and frames

Section: Painting

Painting of gypsum walls

Items excluded from this quote:

Sections:

NO LEAD ABATEMENT

No Tack board or White Boards

NO fire stopping/ proofing of any kind

No floor coating or sealing

No patching of walls or ceilings

No painting of exterior brick

No acoustical panels

No floor striping

Tax Exempt:

Prevailing Wage:

Tax Included: x

Non-Prevailing Wage: x

Base Bid: \$2,000.00

Braden Sotkiewicz

From: Jacob Reeves
Sent: Wednesday, August 21, 2019 4:14 PM
To: Braden Sotkiewicz
Subject: FW: Warren County Extra Work

Jacob Reeves, LEED AP BD+C, AIC CPC
Senior Project Manager

Mobile: (859)444-3650
Office: 513-861-8866
Fax: 513-861-7878
jreeves@hgconstruction.com

Build Every Day



HGC Construction
2814 Stanton Avenue
Cincinnati, OH 45206
www.hgconstruction.com

From: Steve Shearer <sshearer@preferredfire.com>
Sent: Wednesday, August 14, 2019 2:17 PM
To: Jacob Reeves <jreeves@hgconstruction.com>
Subject: RE: Warren County Extra Work

EXTERNAL

Hi Jacob, it appears that we will have approximately 8 heads to add / re-locate per the attached drawing. I have itemized our estimated cost below.

8 hours labor at \$95.00/ hour.....	\$760.00
8 hours survey and design / permit drawing at \$90.00/hour.....	\$720.00
Material.....	\$480.00
Expenses.....	\$100.00
Permit fees.....	\$400.00
Total estimated additional cost.....	\$2,460.00

From: Jacob Reeves <jreeves@hgconstruction.com>
Sent: Wednesday, August 14, 2019 10:48 AM

To: Mike Doerger Jr. (B&J Electric) <mikejr@bjelectrical.com>; Steve Shearer <sshearer@preferredfire.com>; Matt Siekman (Artic Heating & Air Conditioning) <matt@artichvac.com>; Jared Hellenthal (AXIS Interior Systems, Inc.) <jhellenthal@axisinteriorsystems.com>; Steve Wilz (Tri State Interiors, LLC) <tsi@tri-stateint.com>
Cc: Tom France <TFrance@hgconstruction.com>; Braden Sotkiewicz <bsotkiewicz@hgconstruction.com>
Subject: Warren County Extra Work
Importance: High

Team:

Please review attached drawing for new rooms to be added in existing space and attached photograph showing existing ceiling layout. I need a price from each of you for the following:

- Relocating/ adding sprinkler heads
- Relocating/ adding supply and/or return grilles
- Relocating/ adding light fixtures, switches and receptacles
- Painting of new rooms
- Flooring for new rooms

Please send me a list of questions that you have to adequately price this work and I'll get you answers from the Owner ASAP. Please note that this project, assuming it is approved, would run concurrently with the building renovation so it would be completed between end of August to mid-November.

Thanks,

Jacob Reeves, LEED AP BD+C, AIC CPC
Sr. Project Manager

Mobile: (859)444-3650
Office: 513-861-8866
Fax: 513-861-7878
jreeves@hgconstruction.com

Build Every Day



HGC Construction
2814 Stanton Avenue
Cincinnati, OH 45206
www.hgconstruction.com



ARTIC HEATING & AIR CONDITIONING, INC.

August 26, 2019

Mr. Jacob Reeves
HGC Construction
2814 Stanton Avenue
Cincinnati, OH 45206

Re: Warren County Juvenile Court
CO Request for Extra Work for New Rooms in Existing Building

Dear Jacob Reeves,

Attached is the change order request for extra work for new rooms in the existing building. The amount we are requesting for this change order is \$3,981.00.

Please contact me with any questions.

Sincerely

Matthew Siekman
Vice President
Artic Heating & Air Conditioning, Inc.

Cc: Linda Wells, AHAC

CHANGE ORDER PRICE SUMMARY

PROJECT: WARREN COUNTY JUVINILE COURT BID PACKAGE: HVAC

JOB # _____ CHANGE EST.: _____
 CONTRACTOR: Artic Heating & Air Conditioning, Inc. DATE: 08/26/19

EXTRA WORK FOR NEW
 ROOMS IN EXISTING
 BUILDING

A. LABOR SUMMARY (EXCLUDING FRINGES):

_____	HOURS X	\$	<u>32.36</u>	/HOURS =	\$	<u>0.00</u>	
<u>2.00</u>	HOURS X	\$	<u>33.10</u>	/HOURS =	\$	<u>66.20</u>	
_____	HOURS X	\$	<u>39.60</u>	/HOURS =	\$	<u>0.00</u>	
_____	HOURS X	\$	<u>75.00</u>	/HOURS =	\$	<u>0.00</u>	
						TOTAL [A]	\$ <u>66.20</u>

B. FRINGES

<u>2.00</u>	HOURS X	\$	<u>3.87</u>	/HOURS =	\$	<u>7.74</u>	TAXES/SUB FUND
<u>2.00</u>	HOURS X	\$	<u>6.65</u>	/HOURS =	\$	<u>13.30</u>	HEATH/WELFARE
<u>2.00</u>	HOURS X	\$	<u>8.84</u>	/HOURS =	\$	<u>17.68</u>	MISC UNION FUNDS
<u>2.00</u>	HOURS X	\$	<u>16.83</u>	/HOURS =	\$	<u>33.66</u>	PENSION
<u>2.00</u>	HOURS X	\$	<u>3.08</u>	/HOURS =	\$	<u>6.16</u>	FICA
						TOTAL [B]	\$ <u>78.54</u>

C. EQUIPMENT RENTALS

D. OWNED EQUIPMENT

E. TRUCKING

F. OVERHEAD ((A+B+C+D+E)x 10.00%):

G. MATERIAL (SEE ATTACHED DOCUMENTATION):

H. SALES TAX ON MATERIAL (G x 0.00%):

I. PROFIT ((A+B+C+D+E+F+G+H) x 10.00%):

J. SUB-CONTRACTORS (SEE ATTACHED QUOTES):

K. SUB-CONTRACTORS MARK UP (J x 10.00%):

L. MISCELLANEOUS:

TOTAL [B]	\$	<u>78.54</u>
TOTAL [C]	\$	<u>0.00</u>
TOTAL [D]	\$	<u>0.00</u>
TOTAL [E]	\$	<u>0.00</u>
TOTAL [F]	\$	<u>14.47</u>
TOTAL [G]	\$	<u>0.00</u>
TOTAL [H]	\$	<u>0.00</u>
TOTAL [I]	\$	<u>15.92</u>
TOTAL [J]	\$	<u>3,459.46</u>
TOTAL [K]	\$	<u>345.95</u>

1. FEES FOR PERMITS, LICENSES, INSPECTIONS, TESTS, ETC.

\$ _____

2. PREMIUM PORTION OF APPROVED OVERTIME:

<u>0.00</u>	HOURS X	\$	<u>35.82</u>	/HOURS =	\$	<u>0.00</u>	TIME & HALF PREMIUM JOURNEYMAN
<u>0.00</u>	HOURS X	\$	<u>36.19</u>	/HOURS =	\$	<u>0.00</u>	TIME & HALF PREMIUM FOREMAN
_____	HOURS X	\$	<u>71.64</u>	/HOURS =	\$	<u>0.00</u>	DOUBLE TIME JOURNEYMAN
_____	HOURS X	\$	<u>72.38</u>	/HOURS =	\$	<u>0.00</u>	DOUBLE TIME FOREMAN
_____	HOURS X	\$	_____	/HOURS =	\$	<u>0.00</u>	

3. OVERNIGHT LODGING, TRAVEL AND FOOD

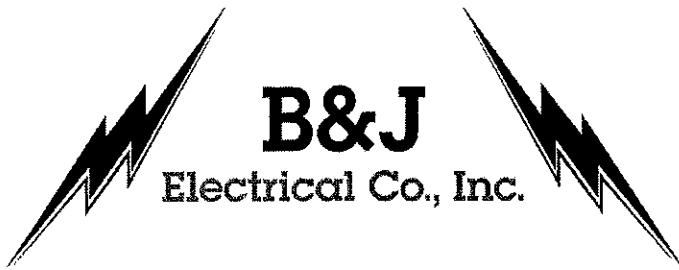
\$ _____

4. ADDITIONAL BOND & INSURANCE COST: 6.40%

5. OVERHEAD FOR PREMIUM / OVERTIME ((L-1+2+3+4)x 15.00%) \$ 0.00

TOTAL [L] \$ 0.00

GRAND TOTAL [A+B+C+D+E+F+G+H+I+J+K+L] \$ 3,980.54



Phone: 513.351.7100

Fax: 513.351.7101

bjelectrical.com

Ohio License #EL12150

Kentucky License #CE15231

B&J Electrical Co., Inc. - Industrial and Commercial Contractor - 6316 Wiehe Road Cincinnati, Ohio 45237

HGC Construction

September 13, 2019

Attn: Jacob Reeves

Re: Warren County Juvenile Court - PCO #012 Visitation Renovation

Jacob,

Please see our enclosed cost for additional scope at the subject project.

Description of Work:

- Remove (5) existing 2x2 fixtures, (4) to be re-installed in Room A19, (1) to be re-installed in vestibule ceiling.
 - Re-use existing local lighting circuit, no new controls.
- F&I (2) new Type B2 2x2 fixtures, (1) to be installed in each new office room.
 - Re-use existing local lighting circuit, no new controls.
- Remove and relocate existing FA device into Room A19.
 - To be surface mounted utilizing wiremold raceway.
- F&I (2) duplex receptacles and associated branch circuits as shown.
 - Re-use existing local receptacle circuit.
- F&I (2) phone/data outlets as shown.
 - Includes conduit/box rough-in and cabling/terminations as required.
- Price does not include any scope associated with replacing existing doors.
- Price does not include and selective demolition or relocation other than what is specifically stated above.
- Price does not include sales tax.
- Price based on normal working hours.

Total Cost: \$4,746.00

Please see the attached breakdown for your use.
If you have any questions please give me a call.

Thank you,

Michael W. Doerger

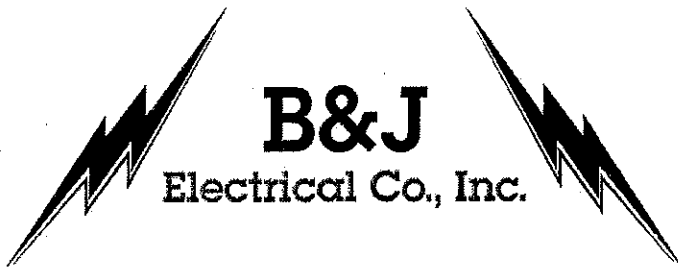
Michael W. Doerger
B&J Electrical Co., Inc.

B&J Electrical Co., Inc. - Industrial and Commercial Contractor - 6316 Wiehe Road Cincinnati, Ohio 45237

**Subcontract Potential Change Order
Pricing Detail**

Subcontractor: B&J Electrical Co., Inc.		Date: 9/13/2019	Contract Warren County Juvenile Court
PCO #: 012	Description of Work: Visitation Renovation.	Office Cincinnati	Project Number 3828

Scope of Work	Unit of Measure	Unit Cost	Total Amount	Total Amount
Materials / Miscellaneous			\$ -	
Material (see attached breakdown)	LS 1	\$ 555.00	\$ 555.00	
			\$ -	
			\$ -	
			\$ -	
Total Materials			\$ 555.00	
		Taxes (Exempt)	\$ -	
		Subtotal	\$ 555.00	
Labor	# Hours	Rate	Total	
Electrician	Hr. 37	\$ 65.00	\$ 2,405.00	
General Foreman	Hr. 3	\$ 73.00	\$ 219.00	
Project Manager	Hr. 0	\$ 70.00	\$ -	
			\$ -	
Total Labor	40		\$ 2,624.00	
		Subtotal	\$ 2,624.00	
Subcontractor				
Structured Technology	LS 1	\$ 991.36	\$ 991.36	
			\$ -	
			\$ -	
Total Subcontractor			\$ 991.36	
		OH (10%)	\$ 99.14	
		Subtotal	\$ 1,090.50	
Subtotal				\$ 3,179.00
		Overhead 10%		\$ 317.90
		Fee 5%		\$ 158.95
Total				\$ 3,656
		Subcontractor		\$ 1,090.50
		Bond 0%		\$ -
Total				\$ 4,746



Phone: 513.351.7100

Fax: 513.351.7101

bjelectrical.com

Ohio License #EL12150

Kentucky License #CE15231

Owner CO

.....
B&J Electrical Co., Inc. - Industrial and Commercial Contractor - 6316 Wiehe Road Cincinnati, Ohio 45237
.....

HGC Construction

September 27, 2019

Attn: Jacob Reeves

Re: Warren County Juvenile Court - PCO #015 Additional Cable Drops

Jacob,
Please see our enclosed cost for additional scope at the subject project.

Description of Work:

- F&I additional cabling per Structured Technology's proposal and walk-through with Owner.
- Price includes rough-in of (1) additional device.
- Price does not include sales tax.
- Price based on normal working hours.

Total Cost: \$11,220.00

Please see the attached breakdown for your use.
If you have any questions please give me a call.

Price added to ORC 04.

Thank you,

Michael W. Doerger

Michael W. Doerger
B&J Electrical Co., Inc.

.....
B&J Electrical Co., Inc. - Industrial and Commercial Contractor - 6316 Wiehe Road Cincinnati, Ohio 45237
.....

**Subcontract Potential Change Order
Pricing Detail**

Subcontractor: B&J Electrical Co., Inc.		Date: 9/27/2019	Contract Warren County Juvenile Court
PCO #: 015	Description of Work: Additional cable drops.	Office Cincinnati	Project Number 3828

Scope of Work	Unit of Measure	Unit Cost	Total Amount	Total Amount
Materials / Miscellaneous			\$ -	
Material (see attached breakdown)	LS 1	\$ 33.00	\$ 33.00	
			\$ -	
			\$ -	
			\$ -	
Total Materials			\$ 33.00	
		Taxes (Exempt)	\$ -	
		Subtotal	\$ 33.00	
Labor	# Hours	Rate	Total	
Electrician	Hr. 1	\$ 65.00	\$ 65.00	
General Foreman	Hr. 0.5	\$ 73.00	\$ 36.50	
Project Manager	Hr. 0	\$ 70.00	\$ -	
			\$ -	
Total Labor	1.5		\$ 101.50	
		Subtotal	\$ 101.50	
Subcontractor				
Structured Technology	LS 1	\$ 10,059.00	\$ 10,059.00	
			\$ -	
			\$ -	
Total Subcontractor			\$ 10,059.00	
		OH (10%)	\$ 1,005.90	
		Subtotal	\$ 11,064.90	
Subtotal				\$ 134.50
		Overhead 10%		\$ 13.45
		Fee 5%		\$ 6.73
Total				\$ 155
		Subcontractor		\$ 11,064.90
		Bond 0%		\$ -
Total				\$ 11,220



2843 STANTON AVE.
CINCINNATI, OH 45206
Phone (513) 961-7201
Fax (513) 861-7878

Paul & Jake 9/4/19

JOB _____ OF _____
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE _____
SCALE _____

I. HM Frame ^{WD Door} ~~Crnk~~ opening ^{branded} 10 HRS. SET FRAME/HANDS
4 HRS. ROUTING

II. HM Frame Stud opening. ^{STR} Door 10 HRS.

III. HM Frame Stud opening ^{WOOD} Door 10 HRS.

IV. Existing Floors - 60 HRS. Set Install
4 HRS. Dem.

278 HRS.

\$76.99
\$250 misc. materials
\$250 Army equipment

\$76.99
x 48 HRS

\$3671.52
+ 500.00

\$4171.52

Resolution

Number 19-1388

Adopted Date October 22, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE CHANGE ORDER #5 WITH HGC CONSTRUCTION RELATIVE TO THE WARREN COUNTY PROBATE/JUVENILE COURT ADDITION AND RENOVATION PROJECT

WHEREAS, pursuant to Resolution #18-1294, adopted August 14, 2018 this Board entered into contract with HGC Construction relative to the Probate/Juvenile Court Addition and Renovation Project; and

WHEREAS, the Director of Facilities Management is requesting HGC Construction perform additional work items not contained within the Contract, including adding two ADA sidewalk ramps and adding drywall to the main lobby; and

WHEREAS, HGC Construction has advised that there is "buy-out savings" on the project to accommodate the cost associated with this change order and will not affect the current Guaranteed Maximum Price; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute change order #5 with HGC Construction, in the amount of zero dollars resulting in no change to the current contract price of \$4,413,438.85; change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
c/a—HGC Construction
Facilities Management (file)
Project file



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 005	Change Order Effective Date: 10/22/2019 (date when executed by both parties)
Project: Warren County Probate Juvenile Court Expansion	Design Builder's Project No: 118017
Owner: Warren County Board of Commissioners	Date of Agreement: 8/6/2018
	Design Builder: HGC Construction

Scope of the Change:

Proposed Change Order: Owner Requested Change Order (ORC) #5 for the following changes in the contract:

<u>Additional Owner Requested Items</u>	<u>Amount</u>
ADA Sidewalk Add at Two Locations	7,200.00
Relocate 1-1/4" Sprinkler Line in Rm 108	294.00
Replace Existing Faulty Domestic Valve	1,862.21
Gyp. Bd. At Main Entrance & Misc. ACT	16,271.00
Additional Landscaping per Owner	765.00
Delete Transaction Window & Counters	-2,563.00
Delete Temp Barricade at Main Entrance	-1,580.00
Misc. Electrical Owner Requested Adds	1,635.00
Buyout Savings Spend	<u>-23,884.21</u>
 Total For Change Order:	 0.00

Original Contract Price:	\$ <u>350,000.00</u>
Net Change by Previous Change Order No(s): 1 to 4	\$ <u>4,063,438.85</u>
This Change Order Increase/Decrease (attach breakdown):	\$ <u>0.00</u>
New Contract Price:	\$ <u>4,413,438.85</u>

Original Contract Completion Date: November 5, 2019

Adjustments by Change Order No(s): 1 to 4 38 (Calendar days)

This Change Order Contract Time Increase/Decrease: 0 (Calendar days)

Revised Substantial Completion Date: December 27, 2019

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

OWNER: Warren County Board of Commissioners

DESIGN-BUILDER: HGC Construction

By: Tiffany Zindel
Printed Name: Tiffany Zindel
Title: County Administrator
Date: 10-22-19

By: Joe Frecker
Printed Name: Joe Frecker
Title: Project Executive
Date: 10/10/19

OWNER:

DESIGN-BUILDER:

By: Shannon Jones
Printed Name: Shannon Jones
Title: Commissioner
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

OWNER:

DESIGN-BUILDER:

By: David G. Young
Printed Name: David G. Young
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Resolution

Number 19-1389

Adopted Date October 22, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN SETTLEMENT AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY DISPATCH ASSOCIATION AND BRAD EDRINGTON, EMERGENCY COMMUNICATIONS OPERATOR

WHEREAS, Mr. Edrington was facing disciplinary allegations and a pre-disciplinary conference was scheduled for conduct that occurred during August and September, 2019; and

WHEREAS, all parties have reached a settlement agreement regarding disciplinary allegations for conduct that occurred on during August and September, 2019; and

NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign a settlement agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association and Brad Edrington Communications Operator; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Warren County Dispatch Association
c/a – Brad Edrington
B. Edrington's Personnel File
Emergency Services (file)
OMB- Sue Spencer

SETTLEMENT AGREEMENT

This settlement agreement is entered into by and between Brad Edrington (Employee), the Warren County Dispatch Association (WCDA) and the Warren County Board of Commissioners (County) and relates to the matters scheduled for a Pre-Disciplinary Conference on September 25, 2019, involving Employee. In resolution of this matter, the parties agree as follows:

1. Employee agrees to accept a fifteen (15) day suspension in exchange for the County agreeing to resolve the disciplinary matters scheduled for a Pre-Disciplinary Conference on September 25, 2019, as provided hereto in this Agreement, and other consideration contained in paragraph 2 of this Agreement.
2. The fifteen (15) day suspension will consist of eight (8) hours per day, for a total of one hundred and twenty (120) hours. Employee will be allowed to serve this suspension in twelve (12) hour increments, one (1) shift per pay period.
3. Notwithstanding the provisions of Article 10, section 10.3 of the collective bargaining agreement, this suspension shall remain effective and in Employee's personnel file for forty-eight (48) months. By signing this Agreement, the WCDA representative acknowledges this Agreement supersedes Article 10, section 10.3 of the collective bargaining agreement.
4. Employee agrees to write a letter of apology to Melissa Bour, Warren County Emergency Services Director, and Jesse Madden, Warren County Emergency Services Operations Manager.
5. Employee agrees that he shall be prohibited from using all electronic devices on the job for three (3) months, including cellular phones and Apple watches. However, if Employee needs to use an electronic device in emergency situations, he may make a request to the supervisor on duty. No reasonable request will be denied.
6. Employee agrees and acknowledges that he is prohibited from contacting Fire Chiefs or other command staff of outside agencies regarding any information regarding Warren County Emergency Services, except for any communications that may be required in the day-to-day performance of his job duties. Employee can bring any specific communications or concerns to the attention of Melissa Bour or Jesse Madden, who will then evaluate and take any steps deemed necessary. This paragraph is not meant to restrict any of Employee's Constitutional rights.
7. The WCDA and the County agree the terms of this settlement agreement shall not set a precedent for future matters between the parties.
8. This settlement agreement represents the entire agreement between the parties and may not be amended except by a written agreement signed by all parties.

Brad Edrington 10/9/19
Brad Edrington Date

[Signature] 10/9/19
WCDA Date

[Signature] 10-22-19
Warren County Date

Resolution

Number 19-1390

Adopted Date October 22, 2019

AUTHORIZE COUNTY ENGINEER TO EXECUTE OHIO DEPARTMENT OF TRANSPORTATION STATE FUNDS EXCHANGE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE ROACHESTER-COZADDALE ROAD BRIDGE #52-4.02 REHABILITATION PROJECT (PID #110973) OVER FIRST CREEK

WHEREAS, the Warren County Engineer determined that the Roachester-Cozaddale Road Bridge #52-4.02 over First Creek needed to be rehabilitated and improved; and

WHEREAS, in 2019 the Warren County Engineer applied for and received Federal LBR (County Local Bridge Replacement) Funding administered by ODOT for the bridge rehabilitation and roadway improvements on Roachester-Cozaddale Road (Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project - PID #110973) between Morrow-Rossburg Road and Achterman Road to be constructed and funded in 2025; and

WHEREAS, it is necessary to enter into an Ohio Department of Transportation State Funds Exchange Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to exchange the project funding from Federal to State Funding and to reimburse the County Engineer for the State LBR share of the project costs, which is 80% of the eligible costs, up to a maximum of \$480,000; and

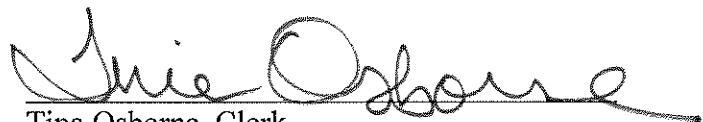
NOW THEREFORE BE IT RESOLVED, to Authorize the County Engineer to execute an Ohio Department of Transportation State Funds Exchange Agreement (Agreement #34240 – as attached hereto and made a part hereof) with ODOT for the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project (PID #110973) over First Creek.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—ODOT
Engineer (file)

WAR TR 52 4.02 Bridge Rehab

COUNTY-ROUTE-SECTION

110973

PID NUMBER

34240

AGREEMENT NUMBER

DUNS NUMBER

LPA STATE FUNDS EXCHANGE PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Warren County Engineer's Office** hereinafter referred to as the LPA, **210 West Main Street, Lebanon, OH 45036**.

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC Section 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 Section 5501.03 (D) of the Ohio Revised Code provides that the director of transportation may enter into contracts with public agencies including political subdivision, other state agencies, boards, commissions, regional transit authorities, county transit boards, and port authorities, to administer the design, qualification of bidders, competitive bid letting, construction, inspection, research, and acceptance of any projects or transportation facilities administered by ODOT, provided the administration of such projects or transportation facilities is performed in accordance with all applicable state and federal laws and regulations with oversight by ODOT.
- 1.4 ORC Section 5531.08(C) provides upon a written determination by the Director of Transportation that it would be in the best interests of the traveling public, upon the written request of a county, township, or municipal corporation, may declare a waiver of that portion of the construction cost of a highway project which a county, township, or municipal corporation normally would be required to pay. This is in order to enable the counties of the state to plan, maintain, and repair their roads or to enable the municipal corporations to plan, construct, reconstruct, repave, widen, maintain, repair, clear, and clean public highways, roads, and streets.
- 1.5 The **rehabilitation of the Roachester-Cozaddale Road bridge over First Creek (SFN: 8334773)** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive State funding.
- 1.6 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the administration of State funds on behalf of the Ohio Department of Transportation through the County Engineer Association of Ohio for the PROJECT by ODOT.

2. FUNDING AND PAYMENT

- 2.1 The total cost for the PROJECT is estimated to be **\$475,000**. ODOT shall provide to the LPA **80 percent** of the eligible costs, up to a maximum of **\$480,000** in State funds. This maximum

amount reflects the funding limit for the PROJECT set by the applicable Program Manager and cannot be used as a LPA's match. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements, including construction engineering costs. Ohio Revised Code does not allow for the payment of environmental engineering, final engineering and real estate acquisition.

- 2.2 ODOT retains any and all Bridge Credit generated through this program. Information must be submitted to and maintained by the Office of Payroll and Project Accounting.
- 2.3 Federal funds are not permitted for use in the State Funds Exchange Program for the PROJECT identified above.
- 2.4 The LPA, in conjunction with its funding partners, and to the extent permitted, shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.
- 2.5 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.6 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 2.7 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 2.8 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.
- 2.9 Payment or reimbursement to the LPA shall be submitted to:

Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, OH 45036

3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The LPA is administering this PROJECT and is responsible for all aspects of the PROJECT, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT is the responsibility of the LPA. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.
- 3.3 In performing right of way planning and acquisition, the LPA shall comply with all applicable provisions of Revised Code 307.08, Revised Code Chapter 163, and Ohio Administrative Code Chapter 5501:2-5, and by entering this agreement certifies such compliance.
- 3.4 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regard to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 5.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

6. NOTICE

- 6.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Neil F. Tunison, P.E., P.S.	Tammy K. Campbell, P.E.
Warren County Engineer	District 8 Deputy Director
210 West Main Street	505 South State Route 741
Lebanon, OH 45036	Lebanon, OH 45036

7. NONDISCRIMINATION

7.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, military status, genetic information, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

7.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

7.3 For any project in which the Engineer's Estimate exceeds \$200,000, the LPA shall ensure that Encouraging Diversity, Growth and Equity (EDGE) requirements, as defined in ORC 123.152, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. To meet this requirement, EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. The LPA shall require that all contracts and other agreements it enters for the performance of the PROJECT contain the following specific language:

Encouraging Diversity, Growth and Equity (EDGE) requirements. EDGE participation goals (subcontracts, materials, supplies) have been set on this project for those EDGE firms who have been certified by the Ohio Department of Administrative Services pursuant to Ohio Revised Code 123.152, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR EDGE GOALS

In the event the Contractor is unable to meet the EDGE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of EDGE subcontractors. In the event the Contractor is unable to meet the EDGE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards

the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Contractor must provide the following information and documentation when requesting EDGE goal waiver:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of EDGE firms that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.
8. Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the EDGE goal.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the EDGE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the State funds.

8. GENERAL PROVISIONS

8.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]



1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; are incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rate.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 8.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 8.10 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 8.3 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders applicable to the PROJECT including all Non-Discrimination laws, regulation and executive orders. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 8.4 *Record Retention:* The LPA when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after the completion of the PROJECT. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.
- 8.5 *Ohio Ethics Laws:* LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policies, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

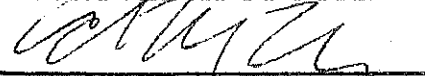
⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rates.

- 8.7 *Boycotting:* Pursuant to R.C. 9.76(B), LPA warrants that LPA is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 8.8 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 8.9 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.10 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.11 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.12 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. LPA acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the LPA and monitoring by Grantor of the results of the award of Grant Funds.
- 8.13 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 8.14 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: WARREN COUNTY	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title: County Engineer	Jack Marchbanks, Ph.D. Director
Date:	Date:

APPROVED AS TO FORM



Adam M. Nice

Asst. Prosecuting Attorney

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100						0		
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100						0		
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100						0		
PROJECT CONSTRUCTION COSTS	\$86,360	20	LNTP				\$345,440	80	4C87	\$431,800
INSPECTION	\$8,640	20	LNTP				\$34,560	80	4C87	\$43,200
TOTALS	\$95,000						\$380,000			\$475,000

WAR TR 52 4.02 Bridge Rehab

COUNTY-ROUTE-SECTION

110973

PID NUMBER

34240

AGREEMENT NUMBER

DUNS NUMBER

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We _____ request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ be paid directly to _____.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

Resolution

Number 19-1391

Adopted Date October 22, 2019

ENTER INTO PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO IMPLEMENT HIGH FRICTION SURFACE COURSE, REMOVE WOODEN POSTS, EXTEND GUARDRAIL AND UPGRADE THE GUARDRAIL END TERMINAL ON SOUTHBOUND GREENTREE ROAD AT THE INTERSECTION WITH SR 123 County/Route/Section : WAR SR 123 20.96 (PID No. : 110461)

WHEREAS, the Ohio Department of Transportation, hereinafter referred to as State, and the Board of County Commissioners on behalf of the County Engineer, hereinafter referred to as County, desire to improve the referenced roads; and

WHEREAS, the following Resolution is enacted by the Board of County Commissioners of Warren County, Ohio, referred to as the Local Public Agency (LPA) or County, in the matter of the stated described project; and

SECTION I – Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Implement high friction surface course, remove wooden posts, extend guardrail and upgrade the guardrail end terminal on southbound Green Tree Road at the intersection with SR-123.

NOW THEREFORE BE IT RESOLVED, by the Board of the County Commissioners' Office of Warren County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION II – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI Authority to Sign


BE IT FURTHER RESOLVED, to authorize the President of the Board on behalf of said Board of County Commissioners of Warren County to enter into contracts with the Director of Transportation necessary to complete the above described project. This resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its adoption and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

M. moved for adoption of the foregoing resolution, being seconded by M. Upon call of the roll, the following vote resulted:

M
M
M

Resolution adopted this day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A—ODOT
Engineer (file)

PID No.: _____

**CERTIFICATE OF COPY
STATE OF OHIO**

Board of the County Commissioners' Office of Warren County, Ohio
(LPA)

I, Tina Osborne, as Clerk of the Board of the County Commissioners' Office of Warren County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution # 19-1391 adopted (Ordinance/Resolution) by the legislative Authority of the said Board of the County Commissioners' Office on the 22nd day of October, 2019 (LPA)

That the publication of such N/A has been made and certified of record according to (Ordinance/Resolution) Law; that no proceedings looking to a referendum upon such _____ have been taken; (Ordinance/Resolution) and that such _____ and certificate of publication thereof are of record in _____, Page _____ (Ordinance/Resolution) (Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 22nd day of October, 2019.

Tina Osborne
(Clerk)

(CITY SEAL)

Board of the County Commissioners' Office of Warren County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The afore going is accepted as a basis for proceeding with the project herein described.
For the Board of the County Commissioners' Office of Warren County, Ohio.

Attested: Tina Osborne (LPA) Shannon Jones Date 10/22/19
(Contractual Agent)

For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

SCOPE NARRATIVE

Project: WAR SR 123 20.96

PID: 110461

General Information

With the recent approval of the state transportation budget and gas tax, ODOT is aggressively moving forward with addressing one of the Governor's top priorities by improving safety at 150 high crash, priority intersections in the state. This intersection, SR-123 @ Greentree Rd in Warren County, is one of the rural intersection locations on this list.

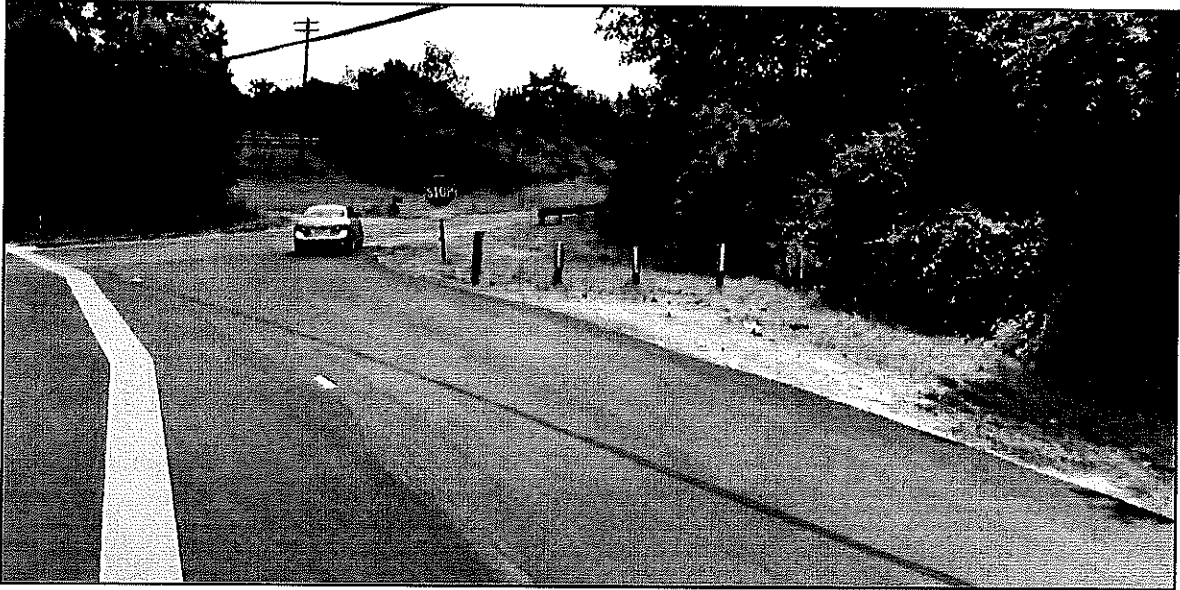
Project Scope

See safety study here: <I:\ProjectData\WAR\110461 WAR-123-20.96\ProjAdmin\Reports>

- Implement high friction surface treatment on Greentree Rd in both directions for 1000' west of SR-123 intersection.
- Remove wooden posts/bollards at intersection on Greentree Rd (see picture below).
- Remove and replace existing run of guardrail on the north side of Greentree Rd at the SR-123 intersection and approaching the intersection. Upgrade to MGS and upgrade end terminals.
- Remove and replace existing run of guardrail on the south side of Greentree Rd approaching SR-123. Upgrade to MGS and upgrade end terminals, but do not extend guardrail.
 - Between the east end of this guardrail run and the right stop sign at the intersection, install 5 white flexible delineators at equal spacing (approx. 20 ft). Use engineering judgement for offset from edge of pavement. Do not block stop sign with delineators.
- Trim vegetation within Right of Way on both sides of Greentree Rd approaching SR-123.
- Remove 3 existing stop ahead warning signs (2 logo, 1 text) on Greentree Road approaching SR-123. Replace with 2 new dual stop ahead warning signs, W3-1 (30x30) 325 ft in advance of the intersection. Include yellow sign post reflectors on each sign.
- Install edge line and centerline RPM's on Greentree Rd approaching SR-123 per TC 65.10 and 65.11.

Other:

- Municipality: N/A
- Consent Legislation needed from Warren County Engineer's Office. PM to coordinate this through Robin Castle. WCEO is aware of, and has agreed to, the project via email. See email here: <I:\ProjectData\WAR\110461 WAR-123-20.96\ProjAdmin\Planning>
- No railroad crossings, ADA upgrades or manhole adjustments.
- Plan splits: 01/SAE/OT
- PM will need to request specific sale date for FY2020 since this project was programmed after lockdown. This can be done through Jessica Mcentire in CO Estimating.



Maintenance of Traffic

ITEM 614 – MAINTAINING TRAFFIC

One lane of traffic in each direction shall be maintained at all times, except one lane of two-way traffic may be maintained using flaggers during working hours, by use of the existing pavement.

Length and duration of lane closures and restrictions shall be at the approval of the Engineer. It is the intent to minimize the impact to the traveling public. Lane closures or restrictions over segments of the project in which no work is anticipated within a reasonable time frame, as determined by the Engineer, shall not be permitted. The level of utilization of maintenance of traffic devices shall be commensurate with the work in progress.

All work and traffic control devices shall be in accordance with C&MS 614 and other applicable portions of the specifications, as well as the Ohio Manual of Uniform Traffic Control Devices.

Payment for all labor, equipment and materials shall be included in the lump sum contract price for Item 614, Maintaining Traffic, unless separately itemized in the plan.

Include any applicable TEM notes.

SHIFT Traffic

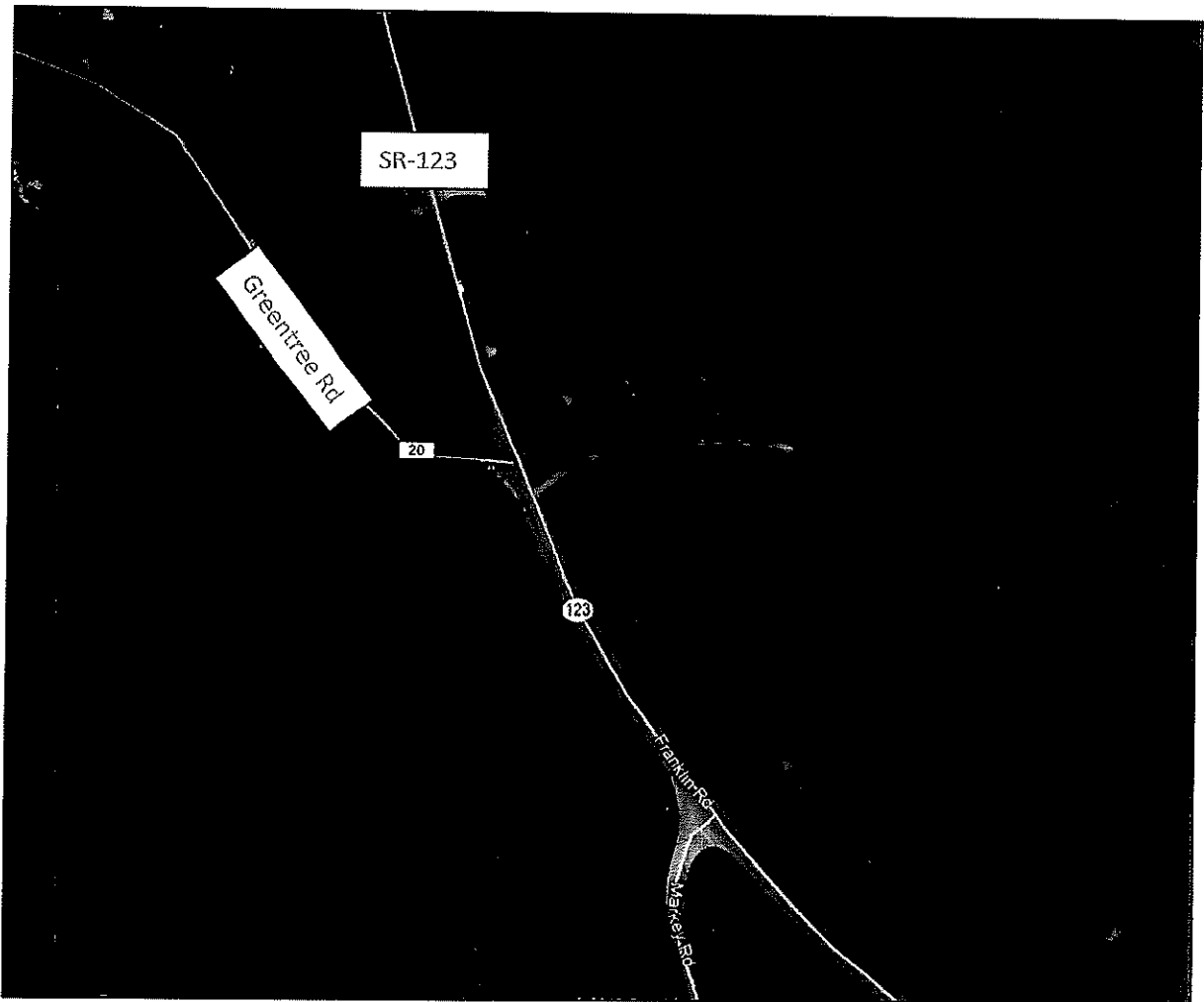
	WAR SR-123 20.84-20.96	WAR SR-123 20.96-21.38
Functional Classification	04 Rural Minor Arterial	05 Rural Major Collector
Design Functional Classification	04 Rural Minor Arterial	05 Rural Major Collector
Opening Year ADT (2020)	3,300	3,100
Design Year ADT (2032)	4,400	3,400
Design Hourly Volume	450	350
Direction Distribution	0.50	0.60
Trucks (24 Hour B&C)	0.03	0.03
Posted Speed (mph)	55	55
Design Speed (mph)	55	55

General Information

1. Existing Plans:

	Arch No	Name	Year	PID	Description
1	<u>08C4427</u>	WAR SR 123 9.45	2017	87096	Resurfacing and pavement repair
2	<u>08C1350</u>	WAR-123-32.48	1999	17372	Resurfacing

Project Map



Project Schedule

Assigned Milestones

1	Project Initiation Package	2019	✓	06/07/2019	
1	Initial Project Scope Complete	2020	✓	07/17/2019	
1	NEPA Start Date	2020	---	07/29/2019	
1	Begin In-House Detailed Design	2020	---	07/29/2019	
1	Stage 3 Plans - Submitted	2020	---	11/11/2019	
1	Stage 3 Plans - Complete	2020	---	12/11/2019	
1	Tracings Complete	2020	---	01/10/2020	
1	Environmental Document Approved	2020	---	02/03/2020	
1	Final Tracings - Approved	2020	---	02/10/2020	
1	District R/W Certification	2020	---	02/10/2020	
1	Plan Package Received in C.O.	2020	---	02/24/2020	02/24/2020
1	Estimate Complete		---		03/20/2020
1	Funding Complete		---		03/30/2020
1	Begin Proposal Date		---		03/30/2020
1	Begin Advertising		---		04/09/2020
1	Sale	2020	---	05/21/2020	05/21/2020
1	Award	2020	---	06/01/2020	06/01/2020
1	Estimated Begin Construction	2021	---	09/01/2020	
1	Estimated End Construction	2021	---	10/31/2020	

Resolution

Number 19-1392

Adopted Date October 22, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A COLLABORATION AND FINANCIAL REIMBURSEMENT AGREEMENT BETWEEN THIS BOARD AND CITY OF SPRINGBORO CONCERNING COOPERATION OF IMPROVEMENTS TO THE WATER SYSTEM ALONG RED LION FIVE POINTS ROAD TO PROVIDE AN EMERGENCY INTERCONNECT FOR BOTH PARTIES

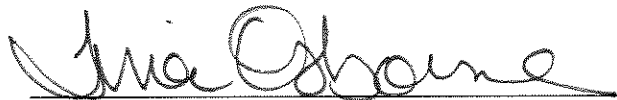
BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Collaboration and Financial Reimbursement Agreement between this Board and City of Springboro concerning cooperation of improvements to the water system along Red Lion Five Points Road to provide an emergency interconnect for both parties; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A— City of Springboro
Water/Sewer (file)
City of Springboro (file)
Attn: Elmer Duda
320 West Central Ave.
Springboro, OH 45066

**Collaboration and Financial Reimbursement Agreement Between City of
Springboro and Warren County Board of County Commissioners**

This Agreement, identifying the terms and conditions for the construction and reimbursement of an emergency interconnection water main, is made and entered into by and between the City of Springboro (hereinafter "Springboro") located at 320 W. Central Avenue, Springboro, Ohio 45066 and the Board of County Commissioners of Warren County, Ohio (hereinafter "Warren County") located at 406 Justice Drive, First Floor, Lebanon, Ohio 45036, the effective date being the date all parties have executed this Agreement.

WHEREAS, Springboro has requested Warren County to make improvements to its current water system to provide an emergency interconnect with Springboro (this project hereinafter identified as the "Red Lion Five Points Interconnection" near the intersection of Red Lion Five Points and Null Road and,

WHEREAS, the Red Lion Five Points Interconnection will require the installation of a metering vault with a pressure reducing valve that upon completion will be owned, operated, and maintained by Warren County and Springboro as described below and depicted in Attachment A; and,

WHEREAS, recognizing that the interconnection is a significant benefit to Springboro, Springboro has agreed to be responsible for a portion of the engineering, permitting, and materials costs as described below; and,

WHEREAS, recognizing that the interconnection is a significant benefit to Warren County, Warren County has agreed to be responsible for the construction and installation of the Red Lion Five Points Interconnection, and pay a portion of the anticipated engineering, permitting and procurement of materials costs as described below;

NOW THEREFORE, in consideration of the premises and the mutual representations and obligations contained herein, the parties hereto agree to the following:

A. SCOPE OF THE AGREEMENT.

1. Obligations of City of Springboro.

- a) Springboro shall be completely responsible for the engineering, permitting, and materials for the Red Lion Five Points Interconnection Project, all

procured and performed to acceptable standards pursuant to Springboro and Warren County construction specifications.

- b) Springboro shall certify and provide to Warren County documentation of the total cost of engineering, permitting, and procurement of materials for the Red Lion Five Points Interconnection, hereinafter "Notice of Total Cost-Springboro."
- c) Springboro shall hereafter own, operate, and maintain the portion of the Red Lion Five Points Interconnection described and depicted on the Attachment A as Section A.

2. Obligations of Warren County.

- a) Warren County shall be solely responsible for the construction and installation of the Red Lion Five Points Interconnection Project in accordance with the permitting and engineering provided by Springboro.
- b) Warren County shall certify and provide to Springboro documentation of the total cost of construction and installation for the Red Lion Five Points Interconnection, hereinafter "Notice of Total Cost-Warren County."
- c) Warren County shall hereafter own, operate, and maintain the portion of the Red Lion Five Points Interconnection described and depicted on the Attachment as Section B
- d) Within 30 days completion of the project Warren County will compensate Springboro as follows.
 - a. Warren County will compensate Springboro, from the Warren County Water Fund as follows, the amount stated in the Notice of Total Cost – Springboro shall be divided in half, and then further reduced by the amount stated in the Notice of Total Cost-Warren County, which will equate to the amount Warren County shall compensate to Springboro, or no more than \$35,000, whichever is less, to be used toward the Red Lion Five Points Interconnection.

B. **TERM.**

1. Term.

- a) This agreement (except section A1(c) and A2(c)) will automatically terminate upon the full completion of all of the above stated obligations of Springboro and Warren County.

C. MISCELLANEOUS.

- 1) Notices.
 - (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (i) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (ii) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
 - (iii) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (b) All notices to be given to Springboro pursuant to this Agreement shall be sent to the following address:

Attn. Elmer Dudas
City of Springboro
320 W. Central Ave.
Springboro, OH 45066
 - (c) All notices to be given to the Warren County pursuant to this Agreement shall be sent to the County at the following address:

Attn. Tiffany Zindel, County Administrator
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036
 - (d) Any Party may at any time change its designated contact person, address and/or contact number for such notices, requests, demands, or statements by giving the other Parties written notice.
- 2) Liability. Warren County and Springboro each agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, 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 party to the other. Nothing contained in the Agreement is intended to be, and shall not be, deemed a waiver of any governmental immunity available to the City or County under applicable law. If this Agreement or any portion hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the parties shall work together in good faith to take any and all necessary action to meet the full intent and purpose of this agreement. The parties as political entities hereby incorporate by reference any and all provisions required by state and federal statutory law to be included in agreements of this nature.

- 3) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. The parties stipulate to exclusive jurisdiction and venue being in the Warren County Court of Common Pleas, and do further waive the right to initiate or remove any litigation arising out of this Agreement to another state or federal court.
- 4) **Entire Agreement.** This Agreement sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.
- 6) **Binding Effect.** This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment, their respective successors, and assigns.

[The remainder of this page is intentionally left blank.]

D) Execution by City of Springboro.

IN EXECUTION WHEREOF, the City of Springboro has caused this Agreement to be executed on the date stated below by Chris Pozzuto, its City Manager pursuant to Ordinance Number R-19-40, dated 10-3-2019. Resolution

City of Springboro

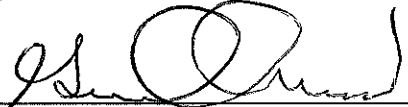
SIGNATURE: 

NAME: Chris Pozzuto

TITLE: City Manager

DATE: 10/7/19

Approved as to Form:



E) Execution by Warren County.

IN EXECUTION WHEREOF, the Board of County Commissioners of Warren County, Ohio, has caused this Agreement to be executed on the date stated below by Shannon Jones, its President or Vice-President, pursuant to Board Resolution Number 19-1392, dated 10/22/19.

BOARD OF COMMISSIONERS OF
WARREN COUNTY, OHIO

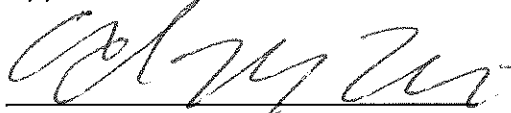
SIGNATURE: 

NAME: Shannon Jones

TITLE: President

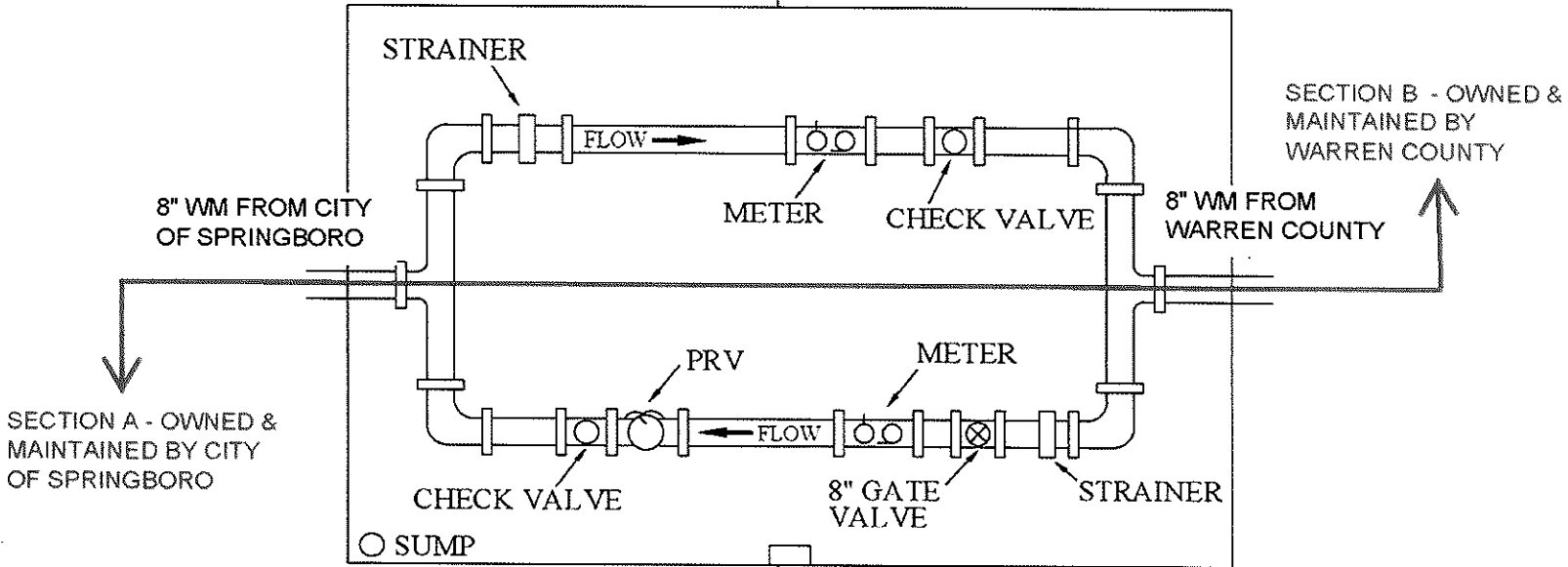
DATE: 10/22/19

Approved as to Form:



Assistant Prosecuting Attorney

ATTACHMENT A



CITY OF SPRINGBORO, OHIO
RESOLUTION NO. R-19-40

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY BOARD OF COMMISSIONERS FOR A WATER MAIN CONNECTION WITH WARREN COUNTY.

WHEREAS, the City is in the process of constructing a water main interconnection with Warren County in order to provide another source of water to the City in case of a major water main break; and

WHEREAS, the County has provided a Collaboration and Financial Reimbursement Agreement describing the responsibilities of both parties;

NOW, THEREFORE, THE MUNICIPALITY OF SPRINGBORO HEREBY RESOLVES:

SECTION I

The City Manager is hereby authorized to enter into an agreement with the Warren County Board of County Commissioners.

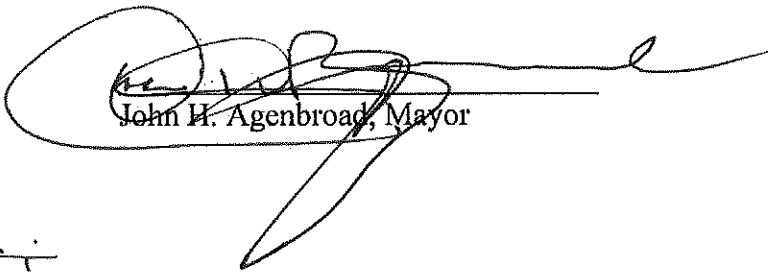
SECTION II

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION III

This Resolution shall take effect immediately upon its adoption.

Adopted: October 3, 2019.



John H. Agenbroad, Mayor

ATTEST:



Lori A. Martin, Clerk of Council

This Resolution was prepared by Elmer Dudas, Development Director and approved by Alan B. Schaeffer, Law Director.

CITY OF SPRINGBORO
LEGISLATIVE COVER MEMORANDUM

1st READING 10/3/19 /Final
2nd READING _____ /Final
3rd READING _____ /Final
EMERGENCY _____

AGENDA ITEM NO(S): 1

MEETING DATE: October 3, 2019

AGENDA ITEM: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY BOARD OF COMMISSIONERS FOR A WATER MAIN INTERCONNECTION WITH WARREN COUNTY.

SUBMITTED BY: Elmer Dudas, Development Director

DESCRIPTION: The City is in the process of constructing a water main interconnection with Warren County at the northwest corner of the intersection of Red Lion Five Points Road and Null Boulevard. The interconnection will provide another source of water to the city in case of a major water main break at the south end of the City. This is a Collaboration and Financial Reimbursement Agreement that describes the responsibilities of both the City and County.

BUDGET: The funds for the project will come from the Water Capital Improvement Fund, account 611.710.56400

BIDDING: N/A

RECOMMENDATION: Staff recommends approving said legislation.

EXHIBITS: Collaboration and Financial Reimbursement Agreement.

SUBMITTED FOR COUNCIL CONSIDERATION: CHRIS POZZUTO, CITY MANAGER

Resolution

Number 19-1393

Adopted Date October 22, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/15/19, 10/17/19, 10/22/19, as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 19-1394

Adopted Date October 22, 2019

APPROVE REPAYMENT OF CASH ADVANCE FROM THE ESTATES OF KEEVER
CREEK FUND #4450 INTO THE MOTOR VEHICLE FUND #2202

BE IT RESOLVED, to approve the following cash advance repayment:

\$537,825.00 from #4450-45556 (Advance of Cash Out)
into #2202-45555 (Advance of Cash In)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Cash Advance file
Engineer (file)

Resolution

Number 19-1395

Adopted Date October 22, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR TAX CERTIFICATE ADMINISTRATIVE FUND 2248

WHEREAS, for the Warren County Treasurer to be able to pay the County Recorder for the recording of Tax Certificates purchased from the Treasurer; and

WHEREAS, funds to pay these recording fees and other related expenses have already been collected, in excess of budgeted amounts by the Treasurer; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$30,145 and approve a Supplemental Appropriation for payment of Tax Certificate related expenses.

Supplemental Appropriation

\$30,145 into 22481130-5400 (Purchased Services)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Amended Certificate file
Supplemental Appropriation file
Treasurer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, October 17, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2019	Taxes	Other Sources	Total
Tax Certificate Administration Fund	\$0.00	\$0.00	\$35,145.00	\$35,145.00
Fund 2248				
TOTAL	\$0.00	\$0.00	\$35,145.00	\$35,145.00

Matt Nolan)
 _____)
 _____) Budget
 _____) Commission

Resolution

Number 19-1396

Adopted Date October 22, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL
APPROPRIATION FOR P & G TIF ROAD CONSTRUCTION FUND 4484

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the BOCC Contribution for the second half of 2019, an amended certificate needs to be accepted and a supplemental appropriation approved; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$84,459.58 and approve a supplemental appropriation for the P&G TIF Road Construction;

Supplemental Appropriation

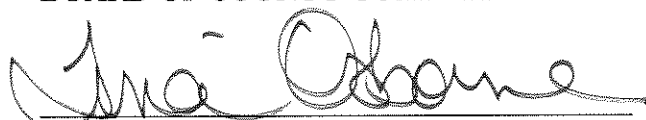
\$84,459.58 into 44843120-5910 (Other Expense)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App file
Engineer (file)

Resolution

Number 19-1397

Adopted Date October 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO GRANTS ADMINISTRATION
FUND #2251

WHEREAS, it is necessary to increase appropriations in Fund #2251 COAP Grant, and

BE IT RESOLVED, to approve the following supplemental appropriations:

\$6,000.00 into #22511111-5940 (COAP Grant – Travel)

\$50,000.00 into #25111111-5400 (COAP Grant – Purchased Service)

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

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)

Resolution

Number 19-1398

Adopted Date October 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,500.00 into BUDGET-BUDGET 22891227-5910 (Other Expenses)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

Resolution

Number 19-1399

Adopted Date October 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE EXPANSION FUND
#4499

BE IT RESOLVED, to approve the following supplemental appropriation:

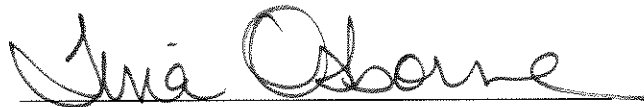
\$10,000.00 into 44993725-5320 (Capital Purchases)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities (file)

Resolution

Number 19-1400

Adopted Date October 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE EXPANSION FUND
#4499

BE IT RESOLVED, to approve the following supplemental appropriation:

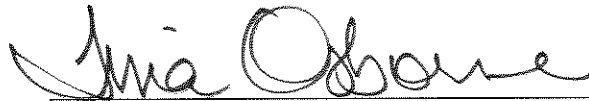
\$90,000.00 into 44993725-5320 (Capital Purchases)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities (file)

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

Resolution

Number 19-1401

Adopted Date October 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO WORKERS COMP SELF
INSURANCE #6636

BE IT RESOLVED, to approve the following supplemental appropriations:

\$17,550	into	66360110-5102	(Regular Salaries)
\$2,460	into	66360110-5811	(PERS)
\$2,970	into	66360110-5820	(Health Life)
\$240	into	66360110-5871	(Medicare)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

Resolution

Number 19-1402

Adopted Date October 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO PROP INSURANCE FUND #6637

BE IT RESOLVED, to approve the following supplemental appropriation:

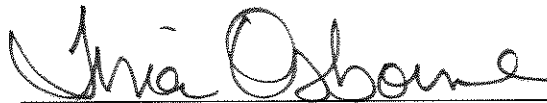
\$75,000.00 into 66371113-5910 (Property Casualty Ins)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Supplemental Appropriation file
OMB (file)

Resolution

Number 19-1403

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,000.00 from #11011223-5820 (Health/Life Insurance)
into #11011223-5850 (Training-Education)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-1404

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS FUND 11011223
INTO 11011220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$15,000 from 11011223-5102 (Regular Salaries)
 into 11011220-5415 (Attorney- Indigent)

\$ 8,000 from 11011223-5102 (Regular Salaries)
 into 11011220-5850 (Training-Education)

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

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

Resolution adopted this 22nd day of October 2019.

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 19-1405

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00	from	11011240-5830	(Worker's Comp)
	into	11011240-5317	(Non Capital Purchase)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-1406

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$3,800.00	from	#11011300-5318	(Non Capital Purchase w/Data Board)
	into	#11011300-5400	(Purchased Services)
\$4,000.00	from	#11011300-5317	(Non Capital Purchase)
	into	#11011300-5400	(Purchased Service)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

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

Resolution

Number 19-1407

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF DEVELOPMENTAL
DISABILITIES FUND 2205

BE IT RESOLVED, to approve the following appropriation adjustment:

\$35,000.00	from	22056710-5410	(Purchased Services)
	into	22056710-5890	(Employer HSA Contribution)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Developmental Disabilities (file)

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

Resolution

Number 19-1408

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, an appropriation adjustment is necessary for payment of Training expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustment within the OhioMeansJobs Warren County Fund # 2258.

\$1,000	from	#22585800-5910	(Other Purchases)
	into	#22585800-5850	(Training/Education)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

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

Resolution

Number 19-1409

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2265

BE IT RESOLVED, in order to process vouchers for a new monitor, it is necessary to approve the following appropriation adjustment:

\$300.00	from	#22653410-5830	(Workers Comp)
	into	#22653410-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor ✓
Appropriation Adj. file
OGA (file)

Resolution

Number 19-1410

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:


\$50,000.00 from #22735100-5447 (Child Placement Specialized)
into #22735100-5400 (Purchased Services)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

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

Resolution

Number 19-1411

Adopted Date October 22, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$16.00	from	#22735100-5210	(Materials & Supplies)
	into	#22735100-5317	(Non Capital Purchases)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

Resolution

Number 19-1412

Adopted Date October 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE EXPANSION FUND
#4495

BE IT RESOLVED, to approve the following supplemental appropriation:


\$50,000.00 into 44953712-5910 (Other Expense)

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

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

Resolution adopted this 22nd day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities (file)