TRUSTEES MEETING

FEBRUARY 5, 2019
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AGENDA
Liberty Township Trustees Meeting Agenda
Tuesday, February 5, 2019
6400 Princeton Road
Liberty Township, OH 45011

Work Session
2:00 P.M.

CALL TO ORDER
ROLL CALL

WORK SESSION

Motion to go into a work session to discuss the Comprehensive Plan Proposals.

Motion: _______
2nd: _______
Roll: _______

Motion to come out of Work Session: _______
2nd: _______
Roll: _______

Executive Session
5:00 P.M.

CALL TO ORDER

EXECUTIVE SESSION

Motion to go into an executive session to discuss the employment of a public employee per O.R.C. § 121.22 (G)(1).

Motion: _______
2nd: _______
Roll: _______
Motion to come out of Executive Session: _____
2nd: _____
Roll: _____

Regular Meeting
6:00 P.M.

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE

ITEM(S) TO REMOVE FROM CONSENT AGENDA

CONSENT AGENDA

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

a) Fiscal Officer
   • Meeting Minutes – Motion to approve the following:
     ▪ Organizational and Regular Meeting, January 3, 2019
     ▪ Regular Meeting, January 15, 2019
   • Check Register – Motion to approve the Check Register and Special Check Register

b) Requisitions
   • Motion to approve requisitions over $2,500.
     ▪ $40,155.34 Liberty Land Company (State Route 747 Project Reimbursement)
       o $13,385.11 4311-110-360 (Contracted Services)
       o $13,385.11 4313-110-360 (Contracted Services)
       o $13,385.12 4311-114-360 (Contracted Services)
$38,516.67 Cargill (Road Salt)
  o $28,502.33 2231-330-420-0000
  o $10,014.34 1000-110-599-0008
$9,625.00 Channing Bete (CPR Cards)
  o $9,625.00 2191-220-318-0004
$5,000.00 REDI Cincinnati (Regional Economic Development Pledge)
  o $2,500.00 1000-110-360-0000
  o $2,500.00 1000-110-599-0008
$3,825.00 Center for Local Government (Annual Membership Dues)
  o $3,825.00 1000-110-519-0000
c) **Finance**
   - **Motion to approve a** resolution to authorize the Township Administrator to execute an agreement with Mountjoy Chilton Medley LLP for the review of the 2018 basic financial statements for an amount not to exceed $1,120.00 from account #1000-110-312.
   - **Motion to approve a** resolution to authorize new appropriations.

MOTION TO APPROVE CONSENT AGENDA: _____

2nd: _____

Roll: _____

PUBLIC COMMENTS

DEPARTMENT BUSINESS

a) **Economic Development**
   - **Motion to approve a** resolution to authorize the Township Administrator to execute an agreement with GameDay Communications in the amount of $2,750.00 from account 1000-110-345.

Motion: _____

2nd: _____

Roll: _____
b) **Finance**

- **Motion to approve a** resolution to authorize the Township Administrator to execute the attached Agreement with Paycor for Custom Time Import Management in the amount of $150.00 per month with an implementation fee of $6,500.00 from account # 2191-220-360.
  
  Motion: _____
  2nd: _____
  Roll: _____

- **Motion to approve a** resolution to approve a pay increase for Shannon Aquino to $30.00 / hour effective on the February 22, 2019 payroll.
  
  Motion: _____
  2nd: _____
  Roll: _____

c) **Fire / EMS**

- Discussion on establishing a fee structure.

- **Motion to approve a** resolution to establish the 2019 Fire Department Plans Review, Inspection and Special Event Fee Schedule per O.R.C. § 3737.22.
  
  Motion: _____
  2nd: _____
  Roll: _____

- **Motion to approve a** resolution to establish fees for responding to a false alarm from an automatic fire alarm system at a commercial establishment or residential building per O.R.C. § 505.391.
  
  Motion: _____
  2nd: _____
  Roll: _____

- **Motion to approve a** resolution to authorize the Township Administrator to execute an agreement with Better Choice Heating & Air Conditioning, Inc. for replacement of the air conditioning system at the Liberty Township Fire Station 112 for an amount not to exceed $5000.00.
Motion: ______ 
2nd: ______ 
Roll: ______ 

- **Motion to approve a** resolution to declare the 2002 Horton ambulance, 2009 Horton ambulance, and two (2) Ferno cots as not needed and / or unfit for Township use with a fair market value in excess of two thousand five hundred dollars ($2,500) per Ohio Revised Code Section 505.10(A)(1), and shall be properly disposed of pursuant to Ohio Revised Code Section 505.10(D) by internet auction through Govdeals with fourteen days open for bidding.
  
  Motion: ______ 
  2nd: ______ 
  Roll: ______ 

**d) Zoning Department**

- **Motion to approve a** resolution to hire Mark Elma as the Senior Planner at $55,000.00 per year contingent upon the successful completion of pre-employment testing.

  Motion: ______ 
  2nd: ______ 
  Roll: ______ 

**e) Administration**

- **Motion to approve a** resolution authorizing the issuance of a notice of intent to award a contract for construction of the new Administration and Police Substation Facility, the notification of sureties related thereto, and authorizing the Township Administrator to enter into said contract upon compliance with all conditions precedent related thereto.

  Motion: ______ 
  2nd: ______ 
  Roll: ______
• **Motion to approve a** resolution to authorize the Township Administrator to enter into the attached Addendum to Agreement for Professional Services with Frost Brown Todd LLC. for Scott D. Phillips to serve as Liberty Township Law Director.

  Motion: 
  2nd: 
  Roll: 

• **Motion to approve a** resolution to authorize the Township Administrator to execute the attached Professional Services Agreement, in substantially the same format, with LJB Inc. for a revised Purpose and Need Study for the Proposed Millikin at I-75 Interchange for an amount not to exceed $29,777.30 from account # 1000-110-360.

  Motion: 
  2nd: 
  Roll: 

• **Motion to approve a** resolution to declare the Township items listed as having a fair market value of $2,500.00 or less, as obsolete, not needed and / or unfit for Township use, and shall be properly disposed of pursuant to Ohio Revised Code § 505.10(2).

  Motion: 
  2nd: 
  Roll: 

**DEPARTMENT REPORTS & UPDATES**

- Economic Development
- Fire / EMS
- Planning & Zoning
- Services
- Sheriff
- Administration
  - Holiday Closings:
    - Monday, February 18th
TRUSTEE COMMENTS

ADJOURNMENT

Motion to adjourn: __________
2nd: __________
Roll: __________
CONSENT AGENDA
CONSENT -FISCAL OFFICER
On Thursday, January 3, 2019 at 6:00 P.M., the Liberty Township Board of Trustees met this day for an Organizational and Regular Meeting. Upon call of the roll, Mrs. Matacic – present, Mr. Schramm – present, Mr. Farrell – present.

Boy Scout Cy Rupp from Troop 947 led the Pledge of Allegiance.

**Organizational Meeting**

**6:00 P.M.**

Mrs. Quinlisk requested a Resolution to elect Steve Schramm to the position of Board President for 2019.

Ms. Matacic **MOVED TO Approve A Resolution TO Elect Steve Schramm to the Position of Board President FOR 2019. (2019-001)** Mr. Farrell seconded. The motion passed unanimously.

Mr. Farrell requested a Resolution to elect Christine Matacic to the position of Board Vice-President for 2019.

Mr. Farrell **MOVED TO Approve A Resolution TO Elect Christine Matacic to the Position of Board Vice-President FOR 2019. (2019-002)** Mr. Schramm seconded. The motion passed unanimously.

**Organizational Meeting Consent Agenda**

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

Organizational Items:

- Motion to approve a Resolution to establish the 2019 Meeting Schedules for the Liberty Township Board of Trustees, Board of Zoning Appeals, Finance Committee, JEDD I Board, Parks Committee, Trails Committee, and Zoning Commission, and the 2019 Township Holiday and Event Schedules. **(2019-003)**
- Motion to approve a Resolution to establish the 2019 Zoning Fee Schedule, dispensing with the second reading, and declaring an emergency. **(2019-004)**
- Motion to approve a Resolution to establish the 2019 Medicount Fee Schedule. **(2019-005)**
- Motion to approve a Resolution to establish the 2019 American Heart Association Class Fee Schedule. **(2019-006)**
- Motion to approve a Resolution to establish the 2019 Cemetery Fee Schedule. **(2019-007)**
Motion to approve a Resolution to establish an automatic wage step increase process for the Liberty Township Fire Department and Services Department. (2019-008)

Motion to approve a Resolution to allow the Liberty Township Administrator to accept letters of resignations and requests for leaves of absence from Township employees. (2019-009)

Motion to approve a Resolution to set the 2019 Employee Cell Phone Reimbursement Rates. (2019-010)

Ms. Matacic MOVED TO APPROVE THE CONSENT AGENDA. Mr. Farrell seconded. The motion passed unanimously.

ORGANIZATIONAL BUSINESS

Mr. Schramm requested a motion to approve a Resolution to appoint Tom Farrell and Dale Chalk to the Volunteer Fire Fighters’ Dependents Fund for the 2019 Annual Election of Board Members.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO APPOINT TOM FARRELL AND DALE CHALK TO THE VOLUNTEER FIRE FIGHTERS’ DEPENDENTS FUND FOR THE 2019 ANNUAL ELECTION OF BOARD MEMBERS. (2019-011) Mr. Farrell seconded. The motion passed unanimously.

Mr. Schramm requested a motion to approve a Resolution to appoint Steve Schramm of the Liberty Township Board of Trustees to the Butler County Emergency Management Agency Advisory Council.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO APPOINT STEVE SCHRAMM OF THE LIBERTY TOWNSHIP BOARD OF TRUSTEES TO THE BUTLER COUNTY EMERGENCY MANAGEMENT AGENCY ADVISORY COUNCIL. (2019-012) Mr. Farrell seconded. The motion passed unanimously.

Mr. Schramm requested a motion to approve a Resolution to authorize the transfer of funds not to exceed $1,311,698.00 from medical / hospitalization accounts into the Health Insurance Bank Account with Fifth Third Bank at intervals throughout the year to fund the partially self-funded health insurance program.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TRANSFER OF FUNDS NOT TO EXCEED $1,311,698.00 FROM MEDICAL / HOSPITALIZATION ACCOUNTS INTO THE HEALTH INSURANCE BANK ACCOUNT WITH FIFTH THIRD BANK AT INTERVALS THROUGHOUT THE YEAR TO FUND THE PARTIALLY SELF-FUNDED HEALTH INSURANCE PROGRAM. (2019-013) Ms. Farrell seconded. The motion passed unanimously.

Mr. Schramm requested a motion to approve a Resolution to authorize the advance of funds in the amount of $50,000.00 from the operating bank account into the flex bank account with Fifth Third Bank to be transferred back at the end of the 2019 fiscal year less applicable fees.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE ADVANCE OF FUNDS IN THE AMOUNT OF $50,000.00 FROM THE OPERATING BANK ACCOUNT INTO THE FLEX BANK ACCOUNT WITH FIFTH THIRD BANK TO BE TRANSFERRED BACK AT THE END OF THE 2019 FISCAL YEAR LESS APPLICABLE FEES. (2019-014) Mr. Farrell seconded. The motion passed unanimously.

Mr. Schramm requested a motion to approve the appointment of Trustee Schramm to the Parks Committee for 2019.
Ms. Matacic **MOVED TO APPROVE THE APPOINTMENT OF TRUSTEE SCHRAMM TO THE PARKS COMMITTEE FOR 2019.** Mr. Farrell seconded. The motion passed unanimously.

Ms. Matacic requested a motion to approve the appointment of Trustee Farrell to the Finance Committee for 2019.

Ms. Matacic **MOVED TO APPROVE A THE APPOINTMENT OF TRUSTEE FARRELL TO THE FINANCE COMMITTEE FOR 2019.** Mr. Farrell seconded. The motion passed unanimously.

Mr. Farrell requested a motion to approve the appointment of Trustee Matacic to the Trails Committee for 2019.

Mr. Farrell **MOVED TO APPROVE A THE APPOINTMENT OF TRUSTEE MATACIC TO THE TRAILS COMMITTEE FOR 2019.** Mr. Schramm seconded. The motion passed unanimously.

**REGULAR MEETING**

**PUBLIC HEARING #1**

Street lighting request for six (6) lights on North Lake Court in Section 19 of the Carriage Hill subdivision.

Mrs. Quinlisk presented the staff report.

**Comments for Opposition:**

No comments.

**Comments in Favor:**

No comments.

**Comments Neutral to Proposal:**

No comments.

Ms. Matacic **MOVED TO CLOSE THE PUBLIC HEARING ON STREET LIGHTING REQUEST FOR SIX (6) LIGHTS ON NORTH LAKE COURT IN SECTION 19 OF THE CARRIAGE HILL SUBDIVISION.** Mr. Farrell seconded. The motion passed unanimously.

Ms. Matacic **MOVED TO APPROVE A STREET LIGHTING REQUEST STREET LIGHTING REQUEST FOR SIX (6) LIGHTS ON NORTH LAKE COURT IN SECTION 19 OF THE CARRIAGE HILL SUBDIVISION. (2019-015)** Mr. Farrell seconded. The motion passed unanimously.

**REGULAR MEETING CONSENT AGENDA**

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the

**CONSENT AGENDA**
Fiscal Officer
- Check Register – Motion to approve Check Register and the Special Check Register
- Meeting Minutes – Motion to approve the following:
  - Regular Meeting, December 18, 2019

Requisitions Over $2,500
- $5,000.00  West Chester ~ Liberty Chamber Alliance (2019 Sponsorship)
  - $5,000.00  1000-110-519

Fire/EMS
- Motion to approve a resolution to authorize the Township Administrator to execute the attached Memorandum of Understanding between The Liberty Township Fire Department and The Butler County Sheriff's Office for the computer aided dispatch and mobile software system. (2017-016)

Zoning
- Motion to approve a resolution to reappoint Richard McKinney as a member to the Liberty Township Board of Zoning Appeals with a term ending on January 1, 2024. (2017-017)

Ms. Matacic MOVED TO APPROVE THE CONSENT AGENDA. Mr. Farrell seconded. The motion passed unanimously.

PUBLIC COMMENTS
No Comments

DEPARTMENTAL BUSINESS

Fire Department
Chief Klussman requested a resolution to authorize the Township Administrator to execute an agreement with the Dayton Fire Department - Fire Maintenance Garage to complete the attached major systems maintenance and repairs on Tower 113 for an amount not to exceed $15,000.00 from account # 2191-220-323-0002.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE DAYTON FIRE DEPARTMENT - FIRE MAINTENANCE GARAGE TO COMPLETE THE ATTACHED MAJOR SYSTEMS MAINTENANCE AND REPAIRS ON TOWER 113 FOR AN AMOUNT NOT TO EXCEED $15,000.00 FROM ACCOUNT # 2191-220-323-0002. (2019-018)  Mr. Farrell seconded. The motion passed unanimously.

Services Department
Mr. Plummer requested a resolution to accept the Parks Committee recommendation for the 2019 officers as President Michel Price, Vice President William Walker, Secretary Laurie Ballenger, and Treasurer Kim Sippy and to renew terms for members Kim Sippy and David Lintner for an additional term ending December 31, 2019.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO ACCEPT THE PARKS COMMITTEE RECOMMENDATION FOR THE 2019 OFFICERS AS PRESIDENT MICHEL PRICE, VICE PRESIDENT WILLIAM WALKER, SECRETARY LAURIE BALLENGER, AND TREASURER KIM SIPPY AND TO RENEW TERMS FOR MEMBERS KIM SIPPY AND DAVID LINTNER FOR AN ADDITIONAL TERM ENDING

Ms. Bitonte presented the following reminder:
  - Administration
    - Holiday Closings:
      - Martin Luther King, Jr. Day, Monday, January 21st

**TRUSTEE COMMENTS**

Ms. Matacic stated she will be attending the OTA conference and Legislative Breakfast at the end of the month.

All Trustees are looking forward to a successful 2019.

**ADJOURNMENT**

Ms. Matacic **MOVED TO ADJOURN.** Mr. Farrell seconded. The motion passed unanimously.

_______________________
Mr. Schramm, President

_______________________
Pamela Quinlisk, Fiscal Officer
LIBERTY TOWNSHIP BOARD OF TRUSTEES
MINUTES OF THE SPECIAL AND REGULAR MEETINGS
TUESDAY JANUARY 15TH, 2019
6400 PRINCETON ROAD
LIBERTY TOWNSHIP OH 45044

EXECUTIVE SESSION
4:30 P.M.

On Tuesday, January 15, 2019 at 4:30 P.M., the Liberty Township Board of Trustees met this day for a Special Meeting. Upon call of the roll, Mrs. Matacic – present, Mr. Farrell present, Mr. Schramm – present.

Ms. Matacic moved to go into an Executive Session to prepare for bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment per O.R.C. § 121.22 (G)(4) and to discuss the compensation of a public employee per O.R.C. § 121.22 (G)(1). Mr. Farrell seconded. The motion passed unanimously.

Ms. Matacic moved to come out of executive session. Mr. Farrell seconded. The motion passed unanimously.

REGULAR SESSION
6:00 P.M.

On Tuesday, January 15, 2019 at 6:00 P.M., the Liberty Township Board of Trustees met this day for a Regular Meeting. Upon call of the roll, Mrs. Matacic – present, Mr. Schramm present, Mr. Farrell - present.

Boy Scouts Matthew Squires and James Squires led the Pledge of Allegiance.

PUBLIC PRESENTATION

- Daniel Deters, Aggregation Specialist – Energy Alliances

FISCAL OFFICER BUSINESS

- Appropriation Status as of December 31, 2018
- Fund Status as of December 31, 2018

REGULAR MEETING CONSENT AGENDA

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

CONSENT AGENDA

Fiscal Officer

- Motion to approve Check Register and the Special Check Register

Requisitions over $2,500
Motion to approve requisitions over $2,500.

- $2,964.00  Frost Brown Todd (Legal services in excess of contract)
  - $2,600.00  2191-220-311
  - $364.00  1000-110-311
- $19,897.00  Ohio Bureau of Workers Compensation
  - Annual Payroll true up
  - $19,897.00  2191-220-230

Ms. Matacic MOVED TO APPROVE THE CONSENT AGENDA. Mr. Farrell seconded. The motion passed unanimously.

PUBLIC COMMENTS

No Comments

Departmental Business

Economic Development

Ms. McKinney requested a motion to approve a resolution to authorize the Township Administrator to execute an agreement with LJB Inc. to evaluate the costs, aesthetics, funding sources and schedules for the construction of a shared-use path along Cincinnati-Dayton Road under SR 129 in the amount of $15,000.00 from account 1000-110-360-0000.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH LJB INC. TO EVALUATE THE COSTS, AESTHETICS, FUNDING SOURCES AND SCHEDULES FOR THE CONSTRUCTION OF A SHARED-USE PATH ALONG CINCINNATI-DAYTON ROAD UNDER SR 129 IN THE AMOUNT OF $15,000.00 FROM ACCOUNT 1000-110-360-0000. (2019-020) Mr. Farrell seconded. The motion passed unanimously.

Ms. McKinney requested a motion to approve a resolution to authorize the Township Administrator to execute an agreement with LJB Inc. to evaluate the costs, aesthetics, funding sources and schedules for the construction of widening the existing Liberty Way Bridge over I-75 to carry a shared-use path in the amount of $20,000.00 from account 1000-110-599-0008.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH LJB INC. TO EVALUATE THE COSTS, AESTHETICS, FUNDING SOURCES AND SCHEDULES FOR THE CONSTRUCTION OF WIDENING THE EXISTING LIBERTY WAY BRIDGE OVER I-75 TO CARRY A SHARED-USE PATH IN THE AMOUNT OF $20,000.00 FROM ACCOUNT 1000-110-599-0008. (2019-021) Mr. Farrell seconded. The motion passed unanimously.

Fire/EMS

Chief Klussman requested a motion to approve a resolution to hire James Parker as a Part-Time Fire Fighter / EMT at $14.50/hour contingent upon successful completion of pre-employment testing.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO HIRE JAMES PARKER AS A PART-TIME FIRE FIGHTER / EMT AT $14.50/HOUR CONTINGENT UPON SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT TESTING. (2019-022) Mr. Farrell seconded. The motion passed unanimously.

Services
Mr. Plummer gave an update on the Liberty Park parking lot and asked the Trustees if the paving of the parking lot should be part of the 2019 Road Resurfacing and Restriping projects. The trustees agreed to include it in the bidding process for the 2019 Road Resurfacing and Restriping.

Mr. Plummer requested a motion to approve a resolution to authorize the Township Administrator to execute an agreement on behalf of the Trustees with the Butler County Engineer’s Office to include the Liberty Township road resurfacing and restriping projects in the awarded contract for $919,893.73 from funds 1000, 2011, 2021, 2031, 2231 and 4502.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT ON BEHALF OF THE TRUSTEES WITH THE BUTLER COUNTY ENGINEER’S OFFICE TO INCLUDE THE LIBERTY TOWNSHIP ROAD RESURFACING AND RESTRIPING PROJECTS IN THE AWARDED CONTRACT FOR $919,893.73 FROM FUNDS 1000, 2011, 2021, 2031, 2231 AND 4502. (2019-023) Mr. Farrell seconded. The motion passed unanimously.

Mr. Plummer requested a motion to approve a resolution to authorize the Township Administrator to enter into a Cooperative Agreement between the City of Monroe, Ohio and Liberty Township for road maintenance of Hankins Road from Lesourdsville West Chester Road East to Yankee Road.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE CITY OF MONROE, OHIO AND LIBERTY TOWNSHIP FOR ROAD MAINTENANCE OF HANKINS ROAD FROM LESOURDSVILLE WEST CHESTER ROAD EAST TO YANKEE ROAD. (2019-024) Mr. Farrell seconded. The motion passed unanimously.

Mr. Plummer requested a motion to approve a resolution to authorize the Township Administrator to execute an agreement with Better Choice Heating & Air Conditioning, Inc. for maintenance of the heating, ventilation, and air conditioning systems of Liberty Township buildings for an amount not to exceed $3,393.00.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BETTER CHOICE HEATING & AIR CONDITIONING, INC. FOR MAINTENANCE OF THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS OF LIBERTY TOWNSHIP BUILDINGS FOR AN AMOUNT NOT TO EXCEED $3,393.00. (2019-025) Mr. Farrell seconded. The motion passed unanimously.

Mr. Plummer requested a motion to approve a resolution to accept the NatureWorks grant funding from the Ohio Department of Natural Resources and to authorize the Township Administrator to execute the NatureWorks Local Grant Program Project Agreement.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO ACCEPT THE NATUREWORKS GRANT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES AND TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE NATUREWORKS LOCAL GRANT PROGRAM PROJECT AGREEMENT. (2019-026) Mr. Farrell seconded. The motion passed unanimously.

Administration

Ms. Bitonte requested a motion to approve a resolution to authorize the Township Administrator to execute the attached Professional Services Agreement with Energy Alliances, in substantially the same format, to facilitate for the natural gas and electric aggregation services for Liberty Township.

Ms. Matacic MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT WITH ENERGY ALLIANCES, IN SUBSTANTIALLY THE SAME FORMAT, TO FACILITATE FOR THE NATURAL GAS AND ELECTRIC
AGGREGATION SERVICES FOR LIBERTY TOWNSHIP. (2019-027) Mr. Farrell seconded. The motion passed unanimously.

Ms. Bitonte requested a motion to approve a resolution approving the estimated project cost and authorizing the commencement of bidding including the advertisement for and review of bids all related to the construction of the new Township Administration and Police Substation Facility.

Ms. Matacic moved to approve a resolution approving the estimated project cost and authorizing the commencement of bidding including the advertisement for and review of bids all related to the construction of the new Township Administration and Police Substation Facility. (2019-028) Mr. Farrell seconded. The motion passed unanimously.

Department Reports

- Economic Development – Activity Report
- Update: Township Survey
- Update: JEDD Report
- Fire / EMS – Activity Report
- Update: Thermal Imaging devices
- Planning & Zoning – Permit Reports
- Update: Cincinnati-Dayton exit/entrance ramp landscaping
- Services – Activity Report
- Sheriff – Call Data Report
- Administration
  - Update: Administration / Substation facility project update
  - Holiday Closings:
    - Monday, February 18th

Trustees had no questions on the Departmental Reports.

TRUSTEE COMMENTS

Ms. Matacic stated she would be attending the OTA conference and Legislative Breakfast at the end of the month.

EXECUTIVE SESSION

Ms. Matacic moved to go into an executive session to discuss the sale of property per O.R.C. § 121.22 (G)(2). Mr. Farrell seconded. The motion passed unanimously.

Ms. Matacic moved to come out of executive session. Mr. Farrell seconded. The motion passed unanimously.

Ms. Matacic moved to adjourn. Mr. Farrell seconded. The motion passed unanimously.

Mr. Schramm, President
Pamela Quinlisk, Fiscal Officer
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Total Payments: $547,734.03
Total Conversion Vouchers: $0.00
Total Less Conversion Vouchers: $547,734.03


Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.
CONSENT - REQUISITIONS
CONSENT -FINANCE
RESOLUTION NO. 2019-___

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH MOUNTJOY CHILTON MEDLEY LLP FOR THE REVIEW OF THE 2018 BASIC FINANCIAL STATEMENTS FOR AN AMOUNT NOT TO EXCEED $1,120.00 FROM ACCOUNT # 1000-110-312

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Michelle Greis, Liberty Township Finance Director, requests the Liberty Township Board of Trustees authorize the Township Administrator to execute an agreement with Mountjoy Chilton Medley LLP for the review of the basic financial statements as of and for the year ended December 31, 2018 of Liberty Township; and

WHEREAS Liberty Township would pay an amount not to exceed $1,120.00 from account # 1000-110-312 for the review of the 2018 basic financial statements;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute an agreement with Mountjoy Chilton Medley LLP for the review of the 2018 basic financial statements for an amount not to exceed $1,120.00 from account # 1000-110-312.

Trustee _________ moved to approve the resolution. Trustee _________ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _________, ___
Trustee _________, ___
Trustee _________, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
January 10, 2019

Ms. Kristen Bitonte, Liberty Township Administrator
Liberty Township
6400 Princeton Road
Liberty Township, Ohio 45011

Dear Ms. Bitonte:

This letter ("Agreement") confirms our arrangement to provide limited supporting services as described below to Liberty Township, Ohio (the "Township").

- We will provide general support and assistance as needed for the Township as the Township prepares the financial statements for the year ended December 31, 2018. We will not audit, review, compile or assemble such financial statements and therefore will not express an opinion or any form of assurance on them. We will also not issue any kind of report on the financial statements.

Any reports or outline summaries will be issued solely for the internal use of the Township's management, employees and Board of Trustees. Any other distribution of our reports must be approved by us in advance in writing. We will own our work papers and access by any third party to such work papers will be subject to the requirements of MCM CPAs & Advisors LLP ("MCM") standard policies regarding granting access to its work papers.

Notwithstanding anything contained herein to the contrary, if the Township wishes to make reference to MCM or to disclose or disseminate in any manner any of MCM's work product or any portion thereof to a third party, the Township agrees to (i) provide MCM with a draft of the proposed disclosure, (ii) obtain MCM's written approval for inclusion of MCM's name or work product in such disclosure before the disclosure is distributed and (iii) if requested by MCM, obtain from any specified entity or person and provide to MCM a Non-Disclosure Agreement and/or Release in a form satisfactory to MCM in its sole discretion.

Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents, including third party confirmations, and other communication concerning this Agreement, as well as other means of communication used or accepted by the other party.

MCM shall report solely to Township management and the Township's Board of Trustees with respect to the performance of its obligations hereunder. No such access by MCM to the Board of Trustees will be for the purpose of reporting on behalf of Township management nor shall such access be construed as MCM taking overall responsibility for the Township's internal control function.
Chris Flaug is the engagement partner. He will be responsible for supervising our team.

We estimate that our fee for the services referred to above will be as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Associated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance and Support</td>
<td>$1,120</td>
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</table>

This estimate assumes the full availability of management and key staff members to provide assistance as necessary throughout the course of the engagement. To the extent that the Board of Trustees wishes MCM to perform additional (or different) procedures in other areas of interest, our fees will be arranged at such time.

Fees for our services will be supported by a time summary and will be billed monthly. All billings are payable upon receipt. Fees and expenses for any additional projects or unplanned work will be agreed to and billed separately. We will, of course, discuss any changes to our scopes with you prior to performing additional work.

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards and (ii) use and reproduce confidential information only to perform its obligations under this Agreement. This paragraph shall not apply to information which is (a) publicly known, (b) already known to the recipient, (c) disclosed by the disclosing party to a third party without restriction, (d) independently developed by recipient or (e) disclosed pursuant to legal requirement or order. MCM retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of this Agreement.

You agree to ensure that all information provided to us is accurate and complete in all material respects, contains no material omissions and is updated on a prompt and continuous basis. MCM shall be entitled to rely on all information provided by and decisions and approvals of the Township in connection with our work. MCM will not be responsible if any information provided by the Township is not complete, accurate or current. In addition, you will also be responsible for obtaining all third-party consents and security clearances required to enable MCM to access and use any third-party products necessary to our performance, if any.

The Township's management is responsible for establishing and maintaining an effective internal control system, recordkeeping, management, decision-making and other management functions. An effective internal control system reduces the likelihood that errors or irregularities will occur and remain undetected; however, it does not eliminate that possibility. Our work does not guarantee that errors or irregularities will not occur and may not detect errors or irregularities should they occur.

The Township's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by us, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports or other work product or deliverables to the Township.

We will not express any form of assurance on the effectiveness of internal controls, the financial statements, or any other matter. Please also note that our engagement cannot be expected to detect fraud. Any instances of fraud detected during the engagement will be reported to the Township.
You are responsible for the scope of the agreed upon procedures outlined above; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for assuming all management responsibilities and for overseeing the procedures we provide by designating an individual, preferable within senior management, who possesses suitable skill, knowledge, and/or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

Because of the importance of the Township's representations to MCM with respect to MCM's ability to perform its services, the Township hereby releases MCM and its personnel from any liability and costs relating to the services hereunder which liability and costs are attributable to any misrepresentation made by Township personnel.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance, or enforcement of this engagement or any prior engagements that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within Ohio, according to its mediation rules, and any ensuing litigation shall be conducted according to Ohio law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of the engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary.

Any dispute over fees charged by us to you will be submitted for mediation. Any mediation initiated related to fees shall be administered within Ohio, according to its mediation rules, and any ensuing litigation shall be conducted according to Ohio law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Except as instructed otherwise in writing, each party may assume that the other approves of fax, email (including email exchanged via Internet media), and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement letter, as well as other means of communication used or accepted by the other party. You should be aware that communication in these mediums contains a risk of misdirected or intercepted communications.

If any of this engagement letter is declared invalid or unenforceable, no other provision of this engagement letter is affected, and all other provisions remain in full force and effect.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this engagement letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this engagement letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

This engagement letter and the attached Additional Terms and Conditions represent the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations, or agreements, written or oral, regarding the services. It shall be binding on heirs, successors, and assignees of Liberty Township, Ohio and MCM.

-3-
We are pleased to have this opportunity to be of service to you. Please sign below if you agree with the terms of our engagement as described in this letter and return the enclosed copy.

Cordially,

MCM CPAs & Advisors LLP
By: Christopher D. Flaig, CPA

RESPONSE:

This letter correctly sets forth the understanding of Liberty Township, Ohio.

Kristen Bitonte, Township Administrator
ADDITIONAL TERMS AND CONDITIONS

1. In the event we are required or are authorized by Liberty Township, Ohio or are required by government regulation, subpoena, court order, or other legal process for the production of documents and/or testimony relative to information we have obtained and/or prepared during the course of the engagement, you agree to compensate us at our standard hourly rates for the time we incur in that regard as long as we are not a party to the proceeding in which the information is sought.

2. It is our policy to keep records related to the engagement for seven years after the release date of the agreed-upon procedures report, in accordance with professional standards. However, MCM does not keep any original client documents; therefore, they will be returned to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. You agree that upon the expiration of the seven year period, MCM shall be free to destroy any records related to this engagement.

3. The documentation for the engagement is the property of MCM and constitutes confidential information. We may however be requested to make certain documentation available to our external peer reviewers as all engagements are subject to selection within our peer review year. If requested, access to such documentation will be provided under the supervision of MCM personnel. As a part of our services of this engagement, MCM personnel, if applicable, may be provided edit access privileges to the Township's accounting software. Documentation generated under this service component of this engagement remains the property of Liberty Township, Ohio.

4. MCM is a member of PrimeGlobal, a global association of independent accounting firms. No PrimeGlobal member firm is an agent or partner of the association or of any other member firm. No PrimeGlobal member firm has the authority to enter into any legal obligations on behalf of the association or any other member firm. If we introduce you to another PrimeGlobal member firm, MCM specifically denies any liability for any work performed by that firm. You should make your own contractual arrangements with that firm for work they perform. You agree that MCM has the sole liability for any work performed under this engagement and you undertake not to make any claim or bring proceedings against either PrimeGlobal or any other member of PrimeGlobal in relation to work covered by this engagement letter.

5. MCM represents and warrants that it has implemented an information security program that is reasonably designed to provide protection to the security, confidentiality, integrity, and availability of personal information, and at a minimum, includes risk assessment and controls for (i) system access, (ii) system and application development and maintenance, (iii) change management, (iv) asset classification and control, (v) incident response, (vi) physical and environmental security, (vii) disaster recovery/business continuity, and (viii) employee training.

6. Data Security - MCM will maintain at those of its facilities where the services are performed, and/or where any Liberty Township, Ohio data is stored, physical and information security procedures that meet or exceed industry standards, or such other procedures otherwise agreed upon by the parties. If MCM or any of its third-party service providers discover or are notified of a breach of security, relating to confidential Liberty Township, Ohio information or data in the possession or under the control of MCM, MCM will notify Liberty Township, Ohio of such breach within 48 hours of discovery and MCM will promptly investigate and take commercially reasonable steps to cure the breach.
7. MCM agrees that it will not inform any third-party of any breach of Liberty Township, Ohio data without first obtaining Liberty Township, Ohio's prior written consent, other than to inform any such third-party that the matter has been forwarded to Liberty Township, Ohio’s legal counsel, unless MCM is otherwise required by law to do so without first obtaining Liberty Township, Ohio's prior consent. Liberty Township, Ohio and MCM shall work cooperatively to determine: (i) whether notice of breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation; and (ii) the consents of such notice and whether credit monitoring shall be offered to affected persons. Notwithstanding the forgoing, MCM reserves the right, in its sole discretion, to report criminal acts relating to the use and disclosure of data to applicable government authorities and shall notify Liberty Township, Ohio as soon as practicable that such reporting has occurred.

8. MCM may mention Liberty Township, Ohio and provide a general description of this engagement in our client lists and/or marketing materials.
RESOLUTION NO. 2019–____
Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE NEW APPROPRIATIONS

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Michelle Greis, Finance Director, requests the Liberty Township Board of Trustees authorize the following new appropriations:

Aspen Trails RID Fund:
1) $13,386 to 4311-110-360 (Contracted Services)

Creekside Meadows RID Fund:
1) $13,386 to 4313-110-360 (Contracted Services)

Falling Water RID Fund:
1) $13,386 to 4314-110-360 (Contracted Services)

EMS Fund:
1) $2,500 to 2281-230-190-0195 (Overtime)

Road Fund:
1) $10,000 to 2031-330-190-0195 (Overtime)

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the new appropriation as listed above.

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
Economic Development
RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH GAME DAY COMMUNICATIONS IN THE AMOUNT OF $2,750.00 FROM ACCOUNT 1000-110-345

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Kristen Bitonte, Liberty Township Administrator, requests the Liberty Township Board of Trustees authorize her to execute an agreement with GameDay Communications in the amount of $2,750.00 from account # 1000-110-345.

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorize the Township Administrator to execute an agreement with GameDay Communications in the amount of $2,750.00 from account # 1000-110-345.

Trustee ______ moved to approve the resolution. Trustee ______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee ______, ___
Trustee ______, ___
Trustee ______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
PROJECT MEMO

To: Caroline McKinney, Liberty Township

From: Jackie Reau, Game Day Communications

Date: January 18, 2019

Re: Liberty Township Growth Engagement Marketing Campaign

Project Objective
To extend brand awareness for Liberty Township and reach targeted key decision makers through direct reach marketing efforts using best in class business-to-business public relations and outreach communication strategies.

Proposed Phase 2 Initiative
In this phase we propose opening the reach potential by expanding the target to Inc 5000 C-level decision makers and influencers.

We will add the 13% engagement list from Phase 1 to retouch this audience with a new message.

Bounce back communication methods will be used via Constant Contact to allow automatic reply 48 hours after a responder has engaged to our message.

Project Timeline
- 1st draft artwork ready–February 8
- Final released artwork–February 15
- Eblast launch–March 4

Client Management
Tracey Schneider will manage the client relationship with full firm support along with status update meetings.

Reporting
A summary report with metrics aligned with the business objectives of Liberty Township will be delivered 30 days after Phase 2 is launched.
Agency Fees
- $2,750.00 – Includes all Phase 2 development, brand communication and project management partnership with Liberty Township team
  o 1st invoice submitted: $1,375.00 on February 15
  o 2nd invoice submitted: $1,375.00 on March 4 (launch)

Other project expenses
- $750.00 Inc 5000 list procurement paid by Liberty Twp. separately

AGREED.

Liberty Township ___________________________  Date ___________________________

Game Day Communications ______________________  Date ________________________
Finance
RESOLUTION NO. 2019-__

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT WITH PAYCOR FOR CUSTOM TIME IMPORT MANAGEMENT IN THE AMOUNT OF $150.00 PER MONTH WITH A ONE-TIME IMPLEMENTATION FEE OF $6,500.00 FROM ACCOUNT # 2191-220-360

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Michelle Greis, Assistant Administrator / Finance Director, requests the Liberty Township Board of Trustees authorize the Township Administrator to execute the attached Agreement with Paycor for Custom Time Import Management; and

WHEREAS, Liberty Township would pay $150.00 per month with a one-time implementation fee of $6,500.00 from account # 2191-220-360.

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorize the Township Administrator to execute the attached Agreement with Paycor for Custom Time Import Management for $150.00 per month with a one-time implementation fee of $6,500.00 from account # 2191-220-360.

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______ , ___
Trustee _______ , ___
Trustee _______ , ___
Adopted: Tuesday, February 5, 2019

______________________________
Steven Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
STATEMENT OF WORK (SOW) 
REVISION #3 
FOR 
LIBERTY TOWNSHIP TRUSTEES 
CUSTOM TIME IMPORT
STATEMENT OF WORK

This Statement of Work (“SOW”) entered into this ________, 201_ (“Effective Date”) is by and between PAYCOR, INC., a Delaware corporation (“Paycor”), and Liberty Township Trustees, a________________________ _______ (“Client”).

WHEREAS, the parties acknowledge that Client is currently a client of Paycor, and that the parties entered into that certain Client Service Agreement on or about ________ (“CSA”), which Agreement is subject in all respect to the Paycor Services Terms and Conditions effective as of ________ (the “Terms and Conditions”). Capitalized terms used herein shall have the meaning set forth in the Terms and Conditions.

WHEREAS, Paycor realizes the importance of providing custom solutions for clients to allow them to achieve an additional return on their investment with Paycor. In order to accomplish this, Paycor offers development services to assist clients with their custom integration and reporting needs. Paycor anticipates that by providing talented subject matter experts, this offering will provide efficiencies and/or cost savings for our clients.

NOW, THEREFORE, Paycor has recently received a request for such services from Client, and Paycor will provide such service according to the terms of this SOW:

1. **SCOPE OF WORK.** The Scope of Work for this automation includes:

Paycor has recently received a request for services from Client to create a custom Time Import automation of time data into the paygrid of Paycor’s Perform product. It has been determined that the data will be delivered via sFTP to Paycor on a bi-weekly basis from the Client or their Vendor, to the specifications provided by Paycor. The schedule and dependencies are described below.

**SCOPE OF WORK**
The scope of work for this automation includes:
- Client/Vendor will provide a CSV file that matches the “Scheduled Time Report Details” in format, expected values, and assumptions.
- The file must match the naming pattern “*.csv”.
  - Paycor recommends including a date time stamp with date, hours, minutes, and seconds directly preceding the file extension to generate a unique filename.
  - Every file provided must be uniquely named.
- Paycor will create an account for Client/Vendor to access Paycor’s sFTP site (https://filedrop.paycor.com) to provide the file.
- After Paycor receives the file from the Client/Vendor, the file will be read and transformed into a CSV file that matches the Paycor “Time Import File Details” in format and expected values.
- Paycor will import the generated Time Import File into the paygrid, the client will receive an email notification (from Paycor’s sFTP site) indicating that the data has imported.
- The client user will need to login to Paycor and access the Paygrid to review the imported data to submit and finish payroll processing for the paygroup.
  - The imported data will have error feedback provided directly in the Pay Grid for the client’s review. This feedback is provided by the system directly.
- A separate “exception” error report will be sent to Paycor’s filedrop site for Client to review.
  - Only exceptional issues which are explicitly outlined in the comments of “Time Import File Details” below are supported on the exception report.
  - The exception report does support any additional error feedback.
  - Client will need to manually address (in Paycor) any exceptional issues.

**Schedule Time Report Details:**

<table>
<thead>
<tr>
<th>Column</th>
<th>Field Name</th>
<th>Required</th>
<th>Comments</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Member</td>
<td>No</td>
<td>The value in this column is ignored.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Employee Number</td>
<td>Yes</td>
<td>Expects Paycor Employee Number</td>
<td>Pass through to column B (“Employee Number”) in “Time Import File Details”</td>
</tr>
<tr>
<td>C</td>
<td>Client ID</td>
<td>Yes</td>
<td>Expects Paycor Client Id</td>
<td></td>
</tr>
<tr>
<td>Column</td>
<td>Field Name</td>
<td>Required</td>
<td>Comments</td>
<td>Example</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------</td>
<td>----------</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>D</td>
<td>Shift Start Date</td>
<td>No</td>
<td>The value in this column is ignored.</td>
<td>Pass through to column A (“ClientId”) in “Time Import File Details”</td>
</tr>
<tr>
<td>E</td>
<td>Shift Start Time</td>
<td>No</td>
<td>The value in this column is ignored.</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Shift Stop Date</td>
<td>No</td>
<td>The value in this column is ignored.</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Shift Stop Time</td>
<td>No</td>
<td>The value in this column is ignored.</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Schedule</td>
<td>No</td>
<td>See Paycor Earning Code Mapping</td>
<td>Pass mapped value through to column H (“Hours Code”) in “Time Import File Details”</td>
</tr>
<tr>
<td>I</td>
<td>Position</td>
<td>No</td>
<td>The value in this column is ignored.</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Time Type</td>
<td>Yes</td>
<td>See Paycor Earning Code Mapping</td>
<td>Pass mapped value through to column H (“Hours Code”) in “Time Import File Details”</td>
</tr>
<tr>
<td>K</td>
<td>Total Hours</td>
<td>Yes</td>
<td>Expects a numeric value for the hours to import for the mapped earning code for this row.</td>
<td>Pass value through to column G (“Coded Hours”) in “Time Import File Details”</td>
</tr>
</tbody>
</table>

Notes:
- The first 7 lines (1-7) will be ignored.
- The report details header starts on line 8 with the text “Member,”
- Any rows with the following value for column A (“Member”) will be ignored:
  - “- Frozen, Schedule”
  - “1 A, Unit”
  - “1 B, Unit”
  - “2 A, Unit”
  - “2 B, Unit”
  - “3 A, Unit”
  - “3 B, Unit”
  - “Klussman, Ethan”
- Paycor Earning Code Mapping
  - Any rows in the file with a combination of Time Type and Schedule that is not mapped below to a Paycor Earning Code will be ignored

<table>
<thead>
<tr>
<th>Time Type</th>
<th>Schedule</th>
<th>Paycor Earning Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reg</td>
<td>Reg</td>
<td></td>
</tr>
<tr>
<td>Holiday Pay (FT)</td>
<td></td>
<td>FireHowork</td>
</tr>
<tr>
<td>Holiday Pay (PT)</td>
<td></td>
<td>Hol1.5</td>
</tr>
<tr>
<td>Injury Leave-Work related</td>
<td>work cont</td>
<td></td>
</tr>
<tr>
<td>OT - FT shortage</td>
<td></td>
<td>OT</td>
</tr>
<tr>
<td>OT - IMT</td>
<td></td>
<td>OT</td>
</tr>
<tr>
<td>OT - Late Call</td>
<td></td>
<td>OT</td>
</tr>
<tr>
<td>OT - Instructor</td>
<td></td>
<td>OT</td>
</tr>
<tr>
<td>OT - Instructor CPR</td>
<td></td>
<td>OT</td>
</tr>
<tr>
<td>OT - Meetings</td>
<td></td>
<td>OT</td>
</tr>
<tr>
<td>OT - OHTF1 Backfill</td>
<td></td>
<td>OHTF1-ot</td>
</tr>
<tr>
<td>OT - OHTF1 Deployment</td>
<td></td>
<td>OHTF1-ot</td>
</tr>
<tr>
<td>OT - OHTF1 Training</td>
<td></td>
<td>OT</td>
</tr>
<tr>
<td>OT - PT Short (8+ FT on duty)</td>
<td></td>
<td>OT</td>
</tr>
</tbody>
</table>
### Time Type

<table>
<thead>
<tr>
<th>Time Type</th>
<th>Schedule</th>
<th>Paycor Earning Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>OT - CallOut -SWAT, BCTR, BCFIT, etc.</td>
<td>Train OT</td>
<td>OT</td>
</tr>
<tr>
<td>OT - Training</td>
<td>Train OT</td>
<td>OT</td>
</tr>
<tr>
<td>OT - Training Backfill</td>
<td>Train OT</td>
<td>OT</td>
</tr>
<tr>
<td>OT- Recal</td>
<td></td>
<td>OT</td>
</tr>
<tr>
<td>PRN - 14th Staff Member</td>
<td></td>
<td>Reg</td>
</tr>
<tr>
<td>Reg - IMT</td>
<td></td>
<td>Reg</td>
</tr>
<tr>
<td>Reg - Late Call</td>
<td></td>
<td>Reg</td>
</tr>
<tr>
<td>Reg - OHTF1 Deployment</td>
<td></td>
<td>OHTF1-reg</td>
</tr>
<tr>
<td>Reg - OHTF1 Training</td>
<td></td>
<td>Reg</td>
</tr>
<tr>
<td>Reg - SWAT, BCTR, BCFIT, etc.</td>
<td></td>
<td>Reg</td>
</tr>
<tr>
<td>Reg - Training</td>
<td>Trn</td>
<td>Reg</td>
</tr>
<tr>
<td>Reg - Training Officer</td>
<td>Trn</td>
<td>Reg</td>
</tr>
<tr>
<td>Reg - Training On-Duty</td>
<td>Reg</td>
<td>Reg</td>
</tr>
<tr>
<td>Reg - Training Special Teams</td>
<td>Trn</td>
<td>Reg</td>
</tr>
<tr>
<td>Regular - Training On-Duty</td>
<td>Reg</td>
<td>Reg</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: Bereavement</td>
<td>Brv</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: Comp Time</td>
<td>Comp 24/48</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: EDO Move (Put date you want off)</td>
<td>EDO</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: Family Emergency FT</td>
<td>Sick/13</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: Scheduled EDO</td>
<td>EDO</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: Sick (FT - Paid)</td>
<td>Sick/13</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: Vacation (FT - Paid)</td>
<td>Vac/24</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: Trade PAID</td>
<td>Reg</td>
</tr>
<tr>
<td>PTO</td>
<td>PTO: Holiday Time</td>
<td>Reg</td>
</tr>
</tbody>
</table>

### Time Import File Details:

<table>
<thead>
<tr>
<th>Column</th>
<th>Field Name</th>
<th>Required</th>
<th>Comments</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ClientId</td>
<td>Yes</td>
<td>Integer Paycor Client Id</td>
<td>12345</td>
</tr>
<tr>
<td>B</td>
<td>Employee Number</td>
<td>Yes</td>
<td>Integer (6) Employee Number or Social Security Number must be provided. If both are provided together – they must match Paycor’s system.</td>
<td>123</td>
</tr>
<tr>
<td></td>
<td>Social Security Number</td>
<td>Yes</td>
<td>Integer (6) Employee Number or Social Security Number must be provided. If the employee identified has exactly 1 active record at the ClientID – the time data will be associated with this employee record. If the employee identified has multiple active records at the ClientID – the time data will not be imported for this employee. An exceptions email will be provided to the client’s payroll specialist who will reach out to the client to address this issue manually.</td>
<td>123456789</td>
</tr>
<tr>
<td>D</td>
<td>Regular Hours</td>
<td>No</td>
<td>Decimal (8,4)</td>
<td>0080.0000</td>
</tr>
<tr>
<td>Column</td>
<td>Field Name</td>
<td>Required</td>
<td>Comments</td>
<td>Example</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------</td>
<td>----------</td>
<td>--------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>E</td>
<td>Overtime Hours</td>
<td>No</td>
<td>Decimal (8,4)</td>
<td>0080.0000</td>
</tr>
<tr>
<td>F</td>
<td>Hours Code</td>
<td>No</td>
<td>Char (10)</td>
<td>REG</td>
</tr>
<tr>
<td>G</td>
<td>Coded Hours</td>
<td>No</td>
<td>Decimal (8,4)</td>
<td>0080.0000</td>
</tr>
<tr>
<td>H</td>
<td>Amount Code</td>
<td>No</td>
<td>Char (10)</td>
<td>OT</td>
</tr>
<tr>
<td>I</td>
<td>Coded Amount</td>
<td>No</td>
<td>Decimal (8,4)</td>
<td>0080.0000</td>
</tr>
<tr>
<td>J</td>
<td>Deduction Code</td>
<td>No</td>
<td>Char (10)</td>
<td>HSA</td>
</tr>
<tr>
<td>K</td>
<td>Deduction Amount</td>
<td>No</td>
<td>Decimal (12,4)</td>
<td>00000100.0000</td>
</tr>
<tr>
<td>L</td>
<td>Deduction Exception Rate</td>
<td>No</td>
<td>Decimal (11,6)</td>
<td>00001.000000</td>
</tr>
<tr>
<td>M</td>
<td>Exception Department</td>
<td>No</td>
<td>Integer (14)</td>
<td>12345678901234</td>
</tr>
<tr>
<td>N</td>
<td>Exception Rate</td>
<td>No</td>
<td>Decimal (11,6)</td>
<td>00001.000000</td>
</tr>
<tr>
<td>O</td>
<td>Rate Sequence</td>
<td>No</td>
<td>Integer (1)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>If left blank, will default to the employee's base rate of pay.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Only acceptable values are 1, 2, or 3 to utilize Payrate 1, Payrate 2, or Payrate 3.</td>
<td></td>
</tr>
<tr>
<td>P</td>
<td>Shift Premium</td>
<td>No</td>
<td>Not supported. Leave blank.</td>
<td></td>
</tr>
<tr>
<td>Q</td>
<td>Pay Number</td>
<td>No</td>
<td>Not supported. Leave blank.</td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>Pay Week</td>
<td>No</td>
<td>Not supported. Leave blank.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Tax Frequency</td>
<td>No</td>
<td>Not supported. Leave blank.</td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Gross Receipts</td>
<td>No</td>
<td>Not supported. Leave blank.</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
- Hours Code (column E) and Coded Hours (column F) are considered together to represent an earning.
- Amount Code (column G) and Coded Amount (column H) are considered together to represent an earning.
- Deduction Code (column I) and Deduction Amount (column J) are considered together to represent a deduction.
- Exception Department (column L) applies to all earnings/deductions defined in the row.

2. **PERIOD OF PERFORMANCE.** Paycor will schedule and communicate a start date for this project within 7 days of the Effective Date of this SOW. In no event shall Paycor be liable if the project exceeds the projected timeline set forth herein. Paycor strives to meet the needs of its clients and will commit to openly communicating status of the project and any roadblocks that could prevent the project from meeting the anticipated timeline above.

3. **PLACE OF PERFORMANCE.** Paycor will perform the work to be done on this project at its own facility. As a result, remote access to required client systems with appropriate access levels must be made available to Paycor resources.

4. **COSTS.**

<p>| Total OneTime Fees | $6,500 |</p>
<table>
<thead>
<tr>
<th>Total Recurring Fees</th>
<th>$150/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support</td>
<td>Paycor provides a limited amount of support for custom reports. Generally, Paycor will ensure connectivity to database views and make sure any reports built by Paycor can be generated by the client.</td>
</tr>
</tbody>
</table>

5. **CHANGES TO SCOPE.** Any changes or additions made to this SOW as outlined above are subject to additional costs. No changes will be made to the scope of work outlined in this document without written confirmation by both parties. All changes will be documented in subsequent Change Request documents and will be priced accordingly.

6. **ACCEPTANCE CRITERIA.** This project will be considered complete when the items listed under “Scope of Work” are completed. It is expected that Client will work in good faith to in broaching any issues or concerns that may arise prior to completion of the project.

7. **TERMINATION.**
   a. **Client Termination.** Client may cancel the project at any time upon ten (10) days written notice to Paycor. If Client chooses to terminate the project prior to its completion, Client shall be responsible for paying for all time incurred up to the effective date of the termination.
   b. **Paycor Termination.** Paycor may terminate this SOW at any time upon written notice to Client if (i) Client breaches any of its duties or obligations under this SOW or the Client Services Agreement as determined by Paycor in its reasonable discretion; or (ii) Client becomes insolvent. Upon any such termination by Paycor, Paycor shall have no further obligations under this SOW, and Client shall be responsible for paying all fees incurred up to the date of such termination.

8. **EFFECT OF THIS SOW.** The parties agree that this SOW shall be considered a Supplemental Agreement as contemplated in the Agreement and the Terms and Conditions shall be binding upon the parties. Except as modified herein, the Agreement and the Terms and Conditions remain unchanged. In the event of any conflict between the provisions of the Agreement and Terms and Conditions and the terms of this SOW, the terms and conditions of this SOW shall prevail and control.

IN WITNESS WHEREOF, the parties have executed this SOW as of the Effective Date.

<table>
<thead>
<tr>
<th>Paycor, Inc.</th>
<th>Liberty Township Trustees</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:_____________________________</td>
<td>By:____________________</td>
</tr>
<tr>
<td>Name:___________________________</td>
<td>Name:____________________</td>
</tr>
<tr>
<td>Title:__________________________</td>
<td>Title:____________________</td>
</tr>
<tr>
<td>Date:___________________________</td>
<td>Date:____________________</td>
</tr>
</tbody>
</table>


RESOLUTION NO. 2019-___
Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO APPROVE A PAY INCREASE FOR SHANNON AQUINO TO $30.00 / HOUR EFFECTIVE ON THE FEBRUARY 22, 2019 PAYROLL

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Kristen Bitonte, Township Administrator, requests the Liberty Township Board of Trustees approve a pay increase for Shannon Aquino for an hourly rate of $30.00 effective on the February 22, 2019 payroll.

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby approve a pay increase for Shannon Aquino for an hourly rate of $30.00 effective on the February 22, 2019 payroll.

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

______________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

______________________________
Scott D. Phillips, Law Director
RESOLUTION NO. 2019-___

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO ESTABLISH THE 2019 FIRE DEPARTMENT PLANS REVIEW, INSPECTION AND SPECIAL EVENT FEE SCHEDULE PER O.R.C. § 3737.22

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Ethan Klussman, Fire Chief, requests the Liberty Township Board of Trustees establish fees for commercial fire plans review, fire inspections and special events; and

WHEREAS, the effective date for the fees to commence will be April 1, 2019.

THEREFORE BE IT RESOLVED by the Board of Township Trustees of Liberty Township, Butler County, Ohio: approves the attached 2019 Fire Department Plans Review, Inspection and Special Events Fee Schedule with an effective start date of April 1, 2019.

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
PLANS REVIEW, INSPECTIONS AND SPECIAL EVENT FEE SCHEDULE

The Liberty Township Fire Department utilizes the current Ohio Fire Code and related appendices by reference during the plan review process.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial / Multi-Family</strong></td>
<td></td>
</tr>
<tr>
<td>New Construction/Additions</td>
<td>$100.00</td>
</tr>
<tr>
<td>Remodel/Change of Occupancy or Tenant Finish</td>
<td>$0.015 sq. ft.</td>
</tr>
<tr>
<td><strong>Fire Alarm</strong></td>
<td></td>
</tr>
<tr>
<td>New Installation</td>
<td>$125.00</td>
</tr>
<tr>
<td>Modification to existing</td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>Fire Sprinkler</strong></td>
<td></td>
</tr>
<tr>
<td>New Installation</td>
<td>$125.00</td>
</tr>
<tr>
<td>Modification to existing</td>
<td>$75.00</td>
</tr>
<tr>
<td>Fire Pump add-on</td>
<td>$50.00</td>
</tr>
<tr>
<td>Standpipe add-on</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Fire Line / Private Fire Main</strong></td>
<td></td>
</tr>
<tr>
<td>New</td>
<td>$100.00</td>
</tr>
<tr>
<td>Modification to existing</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Kitchen Fire Suppression</strong></td>
<td></td>
</tr>
<tr>
<td>New installation or modification</td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>Fire Suppression System</strong></td>
<td></td>
</tr>
<tr>
<td>New installation or modification</td>
<td>$125.00</td>
</tr>
<tr>
<td>Engineered extinguishing chemical agent systems for Paint Booths, Computer Rooms, MRI, CT scan, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>Plan Review Revisions</strong></td>
<td></td>
</tr>
<tr>
<td>First Revision</td>
<td>No Charge</td>
</tr>
<tr>
<td>Second Revision or Greater</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>System / Device Testing</strong></td>
<td></td>
</tr>
<tr>
<td>First acceptance test</td>
<td>No Charge</td>
</tr>
<tr>
<td>Acceptance test “re-test” trip charge</td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>Tent / Canopies</strong></td>
<td></td>
</tr>
<tr>
<td>0-399 sf.</td>
<td>No Charge</td>
</tr>
<tr>
<td>400 sf. – and above</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Fireworks</strong></td>
<td></td>
</tr>
<tr>
<td>Ground Display</td>
<td>$75.00</td>
</tr>
<tr>
<td>Aerial Display</td>
<td>$150.00</td>
</tr>
</tbody>
</table>
**Before / After Hours Services**  
*Business hours are 8:00 a.m. – 5:00 p.m.*

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection/Code Enforcement</td>
<td>Each additional hour</td>
<td>$75.00 / hour</td>
</tr>
</tbody>
</table>

---

**Day Care/Foster/Adoption**

<table>
<thead>
<tr>
<th>Category</th>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Care Centers</td>
<td></td>
<td>$40.00</td>
</tr>
<tr>
<td>Foster Care</td>
<td></td>
<td>$15.00</td>
</tr>
<tr>
<td>Adoption</td>
<td></td>
<td>No Charge</td>
</tr>
</tbody>
</table>

**Fire Inspection Trip Fee**

<table>
<thead>
<tr>
<th>Inspection Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Inspection*</td>
<td>No Charge</td>
</tr>
<tr>
<td>First Re-Inspection* (2nd Trip)</td>
<td>No Charge</td>
</tr>
<tr>
<td>Second Re-Inspection* (3rd Trip)</td>
<td>$50.00</td>
</tr>
<tr>
<td>Third Re-Inspection* (4th Trip)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Fourth Inspection* (5th Trip)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Fifth Inspection* (6th Trip)</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

*Note: The aforementioned fees are representative of the fire inspection trip fee only and do not represent any proposed penalty that may accompany any citation and order with the accompanying notice of proposed penalty for violations of Ohio Fire Code.*

If our Inspector finds that there is reason to believe that you violated the Ohio Administrative Code (OAC) known as the Ohio Fire Code (OFC), pursuant to Ohio Revised Code Sections (R.C.) §§3737.42, 3737.43 and 3737.51, a civil penalty may be assessed against the responsible party for each such violation and an additional civil penalty may be applied per day beyond the identified abatement period. The minimum penalty per violation of the Ohio Fire Code in Liberty Township shall be $150.00 and can be no more than the maximum fixed civil penalty of $1,000.00 for each such violation.

**Special Event Services**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medic Crew Standby for events</td>
<td>$80.00 per hour (2 Personnel)</td>
</tr>
<tr>
<td>Fire Crew Standby for events</td>
<td>$120.00 per hour (3 Personnel)</td>
</tr>
</tbody>
</table>

**EMS:** $150.00  
**FIRE:** $250.00
RESOLUTION TO ESTABLISH FEES FOR RESPONDING TO A FALSE ALARM FROM AN AUTOMATIC FIRE ALARM SYSTEM AT A COMMERCIAL ESTABLISHMENT OR RESIDENTIAL BUILDING PER O.R.C. § 505.391

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Ethan Klussman, Fire Chief, requests the Liberty Township Board of Trustees establish fees for responding to a false alarm from an automatic fire alarm system at a commercial establishment or residential building per O.R.C. § 505.391; and

WHEREAS, the effective date for the fees to commence will be April 1, 2019.

THEREFORE BE IT RESOLVED by the Board of Township Trustees of Liberty Township, Butler County, Ohio hereby establish fees for responding to a false alarm from an automatic fire alarm system at a commercial establishment or residential building per O.R.C. § 505.391 effective April 1, 2019 at the below rates:

<table>
<thead>
<tr>
<th>Occurrence</th>
<th>Fee Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Alarm</td>
<td>No Charge</td>
</tr>
<tr>
<td>Second Alarm</td>
<td>No Charge</td>
</tr>
<tr>
<td>Third Alarm</td>
<td>No Charge</td>
</tr>
<tr>
<td>Fourth Alarm</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Fifth Alarm</td>
<td>$ 200.00</td>
</tr>
<tr>
<td>Sixth Alarm and Greater</td>
<td>$ 300.00</td>
</tr>
</tbody>
</table>

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

Steve Schramm, President

Christine Matacic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director
RESOLUTION NO. 2019-___

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BETTER CHOICE HEATING & AIR CONDITIONING, INC. FOR REPLACEMENT OF THE AIR CONDITIONING SYSTEM AT THE LIBERTY TOWNSHIP FIRE STATION 112 FOR AN AMOUNT NOT TO EXCEED $5000.00

RESOLVED by the Board of Township Trustees of Liberty Township, Butler County, Ohio that

WHEREAS, Ethan Klussman, Liberty Township Fire Chief, requests the Liberty Township Board of Trustees authorize the Township Administrator to execute an agreement with Better Choice Heating & Air Conditioning, Inc. for replacement of the air conditioning system at Fire Station 112; and

WHEREAS, Liberty Township would pay an amount not to exceed $5000.00;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorize the Township Administrator to execute an agreement with Better Choice Heating & Air Conditioning, Inc. for replacement of the air conditioning system at Fire Station 112 for an amount not to exceed $5,000.00.

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
RESOLUTION NO. 2019-___

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO DECLARE THE 2002 HORTON AMBULANCE, 2009 HORTON AMBULANCE, AND TWO (2) FERNO COTS AS NOT NEEDED AND / OR UNFIT FOR TOWNSHIP USE WITH A FAIR MARKET VALUE IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) PER OHIO REVISED CODE SECTION 505.10(A)(1), AND SHALL BE PROPERLY DISPOSED OF PURSUANT TO OHIO REVISED CODE SECTION 505.10(D) BY INTERNET AUCTION THROUGH GOVDEALS WITH FOURTEEN DAYS OPEN FOR BIDDING

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Ohio Revised Code Section 505.10 outlines the acceptance and disposition of property;

WHEREAS, Fire Chief Ethan Klussman, requests the Liberty Township Board of Trustees declare the 2002 Horton Ambulance, 2009 Horton Ambulance and two (2) Ferno cots as not needed and / or unfit for Township use with a fair market value in excess of two thousand five hundred dollars ($2,500) per Ohio Revised Code Section 505.10(A)(1);

WHEREAS, these items shall be properly disposed of pursuant to Ohio Revised Code Section 505.10(D) by internet auction through GovDeals with fourteen (14) days open for bidding;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby declares the 2002 Horton Ambulance, 2009 Horton Ambulance and two (2) Ferno cots as not needed and / or unfit for Township use with a fair market value in excess of two thousand five hundred dollars ($2,500) per Ohio Revised Code Section 505.10(A)(1), and shall be properly disposed of pursuant to Ohio Revised Code Section 505.10(D) by internet auction through GovDeals with fourteen (14) days open for bidding.
Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___

Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
Zoning Department
RESOLUTION NO. 2019-___
Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO HIRE MARK ELMA AS THE SENIOR PLANNER AT
$55,000.00 PER YEAR CONTINGENT UPON THE SUCCESSFUL
COMPLETION OF PRE-EMPLOYMENT TESTING

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Bryan Behrmann, Liberty Township Director of Planning and
Zoning, requests the Liberty Township Board of Trustees approval to hire Mark
Elma as the Senior Planner at $55,000.00 per year contingent upon the successful
completion of pre-employment testing;

THEREFORE BE IT RESOLVED that the Liberty Township Board of
Trustees hereby authorize the hiring of Mark Elma as the Senior Planner at
$55,000.00 per year contingent upon the successful completion of pre-
employment testing.

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
Administration
RESOLUTION NO. 2019-___
Board of Trustees, Liberty Township
Butler County, Ohio

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF INTENT TO AWARD A CONTRACT FOR CONSTRUCTION OF THE NEW ADMINISTRATION AND POLICE SUBSTATION FACILITY, THE NOTIFICATION OF SURETIES RELATED THERETO, AND AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO SAID CONTRACT UPON COMPLIANCE WITH ALL CONDITIONS PRECEDENT RELATED THERETO

WHEREAS, Liberty Township (hereinafter called the “Township”) intends on constructing a new administration and police substation facility (the “Project”);

WHEREAS, the Township has contracted with the qualified professional design firm MSA Architects (hereinafter called the “Architect”), under Sections 153.65 to 153.71, O.R.C., who has established an estimated budget for the Project of $3,800,000 (the “Detailed Estimate of Cost”) and who has prepared specifications and such other documents as the Township deems necessary for the Project;

WHEREAS, the Board of Trustees (the “Trustees”) previously approved the Detailed Estimate of Cost and authorized advertisement and bidding of the bid package related to the Project (hereinafter called the “Bid Package”);

WHEREAS, in anticipation of receipt of the sealed bids for the Bid Package and in order to expedite construction of the Project, the Trustees now desire to authorize the Township Administrator to award the contract for the Bid Package to the lowest responsive and responsible bidder, after conducting an investigation in compliance with Sections 153.12, and to enter into a contract with such bidder upon compliance with all conditions precedent related thereto;

NOW, THEREFORE, after careful consideration and evaluation of the information before it:

Section 1. The Trustees hereby authorize the Township Administrator, on its behalf, to forward a Notice of Intent to Award Contract for said Bid Package to the lowest responsive and responsible bidder in an amount not to exceed the Detailed Cost Estimate and to simultaneously notify the surety and agent of the surety for the bidder of the intent to award pursuant to Section 9.32, O.R.C.

Section 2. Subject to the approval of the Township’s construction counsel, and upon compliance with all conditions precedent to execution of a contract, the Trustees hereby authorize the Township Administrator to execute a contract with selected bidder in the form presently on file with the Township (the “Contract”); provided, however, that
the Township Administrator is also authorized to make modifications to the Contract prior to execution by the bidder which do not substantially change the terms which are hereby approved.

**Section 3.** The Trustees hereby authorize the Fiscal Officer to sign and attach a copy of the Certification by Fiscal Officer to the Contract.

**Section 4.** The Trustees hereby find and determine that all formal actions relative to the adoption of this resolution were taken in an open meeting; and that all deliberations of the Trustees, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, ORC.

**Section 5.** This resolution shall be in full force and effect from and immediately after its adoption.

Trustee _____ moved to approve the Resolution. Trustee _____ seconded the motion. Upon call of the roll, the vote resulted as follows:

<table>
<thead>
<tr>
<th>Trustee</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trustee</td>
<td></td>
</tr>
<tr>
<td>Trustee</td>
<td></td>
</tr>
</tbody>
</table>
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

**APPROVED AS TO FORM:**

__________________________
Scott D. Phillips, Law Director
AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

Liberty Township
7162 Liberty Centre Drive
Suite A
Liberty Township, OH 45069

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

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

Liberty Township Administration Building 5021 Winners Circle Drive
Liberty Township, OH 45011

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

«Michael Schuster Associates
316 W 4th Street
Cincinnati OH 45202»

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENT

5 DISPUTE RESOLUTION

6 ENUMERATION OF CONTRACT DOCUMENTS

7 GENERAL PROVISIONS

8 OWNER

9 CONTRACTOR

10 ARCHITECT

11 SUBCONTRACTORS

12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

13 CHANGES IN THE WORK

14 TIME

15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE AND BONDS

18 CORRECTION OF WORK

19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT
The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)
The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion
§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than « » (« ») calendar days from the date of commencement of the Work.

By the following date: « »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>« »</td>
<td>« »</td>
</tr>
</tbody>
</table>

§ 2.3.3 The Contractor shall also adhere strictly to its Construction Schedule for its Work as revised by the Owner from time to time. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial use and/or occupancy of the completed Work following expiration of the Contract Time, subject to the terms and conditions of the Contract Documents. If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM
§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » ($« »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

<table>
<thead>
<tr>
<th>§ 3.2.2 Unit prices, if any:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>§ 3.2.3 Allowances, if any, included in the stipulated sum:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Identify each allowance.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>§ 3.3 Cost of the Work Plus Contractor’s Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>§ 3.3.2 The Contractor’s Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the method of adjustment to the Fee for changes in the Work.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>§ 3.4 Cost of the Work Plus Contractor’s Fee With a Guaranteed Maximum Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.</td>
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<tbody>
<tr>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>§ 3.4.3 Guaranteed Maximum Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 3.4.3.1 The sum of the Cost of the Work and the Contractor’s Fee is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.</td>
</tr>
</tbody>
</table>

(Insert specific provisions if the Contractor is to participate in any savings.)

<table>
<thead>
<tr>
<th>§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>§ 3.4.3.3 Unit Prices, if any:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)</td>
</tr>
</tbody>
</table>
§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.) If the Contractor shall fail, neglect, and/or refuse to complete the Work within the provisions of the approved construction schedule or by the Substantial Completion date, or it is determined that Contractor’s delays directly delay Substantial Completion or any Project milestone requirement, Contractor shall be subject to liquidated damages (not a penalty) at the rate of $100.00 per calendar day for the total number of days the Work or milestone requirement is delayed beyond the Substantial Completion date.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of the values shall be prepared in such form and supported by such data to substantiate the accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor’s Application for Payment. The final Application for Payment must be accompanied by lien waivers from the Contractor, its Subcontractors, sub-subcontractors and material suppliers showing amounts paid. The Contractor’s affidavit shall specifically state that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work for which the Application for Payment is being submitted, and for which the Owner might in any way be responsible, have been paid or otherwise satisfied.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month and shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

Retainage of eight percent (8%) will be withheld on the first fifty percent (50%) of the cost of the Work and will be released upon Substantial Completion of the Work, minus any amount deemed necessary by the Owner or Architect to assure full completion of the Work.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Eight percent (8.00% per annum)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract to the satisfaction of the Owner except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

.4 a certificate of occupancy has been delivered to the Owner.

§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment and all ancillary documentation required hereunder.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Insert the appropriate box.)

[X] Arbitration pursuant to Section 21.6 of this Agreement

[«»] Litigation in a court of competent jurisdiction

[«»] Other (Specify)

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified.

§ 6.1.2 Intentionally Deleted.

§ 6.1.3 The Supplementary and other Conditions of the Contract:
§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 6.1.6 The Addenda, if any:

<table>
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<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:
.1 Other Exhibits:
(Check all boxes that apply.)

[ ] Exhibit A, Determination of the Cost of the Work.

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

[ ] Supplementary and other Conditions of the Contract:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

The Request for Proposal dated ___________________ attached hereto as Exhibit __, which includes all bidding documents related to the Project.
ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents
The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or persons other than the Owner and the Contractor. Execution of the Contract by the Contractor is a representation that the Contractor has (i) conducted a thorough investigation of the Project site, the Contract Documents and other documents made available to the Contractor by the Owner, (ii) carefully investigated and considered the need to coordinate the Work with the work of other contractors, the possibility of delay in the various components of the Work, the possibility of obstacles and conditions not identified by the Owner (and the cost to the Contractor and impact on its schedule of such unidentified items), conditions relating to the transportation, handling and storage of materials, availability of labor, the effect of any labor agreements, weather, applicable provisions of law and the character and availability of equipment, material and facilities needed before and during the prosecution of the Work, (iii) reviewed all plans, specifications, drawings, reports and other materials with respect to the Project and its systems, (iv) considered staging, access and materials and equipment delivery issues, and evaluated all other matters and conditions of the Project site which may affect the provision of Contractor’s services and completion of the Work. Contractor acknowledges that as a result of its inspections and other research with respect to the Project site, except as otherwise provided in the Contract Documents, it assumes all risk of conditions to be encountered and the character, quality and quantities of services to be provided for the complete, timely and satisfactory performance of the Work.

§ 7.3 The Work
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project. The Work shall include, and the parties agree that the Contract Sum includes provision for, the construction of a complete Project, including those components and elements detailed in the Contract Documents, as well as those components and elements which, even if not detailed in the Contract Documents, are reasonable inferable therefrom or are customarily performed. Contractor represents that it has carefully examined the Contract Documents and any other documents made available to it by the Owner, as an experienced and prudent contractor, and that it has no knowledge of any discrepancies, omissions, ambiguities or conflicts in said Contract Documents.

§ 7.4 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service
§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.
§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.5.3 Contractor acknowledges that any information other than the Contract Documents furnished by the Owner to the Contractor is for informational purposes only and does not constitute a representation by the Owner as to any of these items. Contractor acknowledges that any such information may be incomplete or inaccurate and that it has taken such additional steps as may be necessary to satisfy itself as to actual conditions. If Contractor encounters concealed conditions which differ materially from the conditions indicated in the Contract Documents and which could not have been reasonably discovered or foreseen from the Contractor's reasonable site investigation and its review of documents referred to above, the Contractor shall promptly inform the Owner and Architect of the conditions and cooperate with them in determining how best to deal with the conditions; provided, however, that such concealed conditions shall constitute a ground for an increase in the Contract Sum or the Contract Time only as provided in Article 14 below.

§ 7.6 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ – 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice
§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and
covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 Information and Services Required of the Owner
§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately. The Contractor shall compare such information with observable physical conditions and the Contract Documents and, on the basis of review, promptly report to the Owner any apparent conflicts, errors, or omissions.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner’s Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner’s Right to Carry Out the Work
If the Contractor fails to make submissions in accordance with the Contract Documents, fails or refuses to provide a sufficient amount of property supervised and coordinated labor, materials or equipment so as to be able to complete the Work within the Contract Time, fails to remove and discharge (within ten (10) days) any lien filed upon Owner’s property by anyone claiming by, through or based on the requirements of the Contract Documents, or defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

§8.4 EXTENT OF OWNER’S RIGHTS
§ 8.4.1 The rights stated in this Article 7 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner granted in the Contract Documents, at law or in equity.

§8.4.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
ARTICLE 9 CONTRACTOR
§ 9.1 Review of Contract Documents and Field Conditions by Contractor
§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures
§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall use its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials
§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty
§ 9.4.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.
All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. The Contractor shall perform the Work in such manner as to preserve all manufacturer’s warranties.

§ 9.4.2 Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will correct at its own expense such breach and damage to the satisfaction of the Owner within seven (7) days of such notice unless an extension of time is granted in writing by the Owner. If the Contractor fails to correct such breach and damage as provided above, the Owner, without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor, upon written notice from the Owner, shall pay the Owner, within (30) days after the date of such notice, all of the Owner’s costs and expenses incurred in connection with such correction, including without limitation the Owner’s administrative, legal and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract Documents.

§ 9.4.3 The guarantee period for all work performed and material furnished on the Project shall begin with the date of Substantial Completion for the Project and shall extend for a period of one calendar year. This guarantee period is in addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of law, which may extend beyond the one-year period described in this subsection.

§ 9.5 Taxes
The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws
§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor’s costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor’s Construction Schedules
§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.8.3 In the event the Owner determines that the performance of the Work, as of a milestone date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order in writing the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional labor, equipment, and facilities, and (3) other similar measures pursuant to Section 14.6 and 14.7.
§ 9.9 Submittals
§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor’s construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor’s own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect’s review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor’s Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from (i) breach of any
terms under the Agreement or Proposal or (ii) performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect’s evaluations of the Work and of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.
§ 10.9 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor’s list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.4 In the event of any default thereunder by the Contractor, or in the event the Architect or Owner fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount so paid the Subcontractor shall be deducted from the Contractor’s Contract Sum.

§ 11.5 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.
§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect and the Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor, provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 A change in the Contract Sum and the Contract Time shall be accomplished only by a Change Order. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additional to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is any unjust enrichment to the Work, shall be the basis of any claim for an increase in the Contract Sum or Contract Time under the Contract Documents. The Contractor specifically agrees that if it proceeds on an oral order to change the Work, it shall waive any claim for additional compensation or additional time for such work and the Contractor shall not be excused from compliance with the Contract Documents.

§ 13.6 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

ARTICLE 14 TIME
§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

§ 14.6 Acceleration. In the event Owner wants to accelerate the Project Schedule and Contract Time, then Owner, at its discretion, may direct Contractor to accelerate its performance to meet the revised Project Schedule and Contract Time, in which case Owner shall issue a Change Order to increase the Contract Sum to include the additional cost of the Work, if any, reasonably incurred by Contractor to meet the Project Schedule. Upon request, Contractor shall provide Owner with the options available for acceleration, including the costs and impact on the Project Schedule. In presenting costs, Contractor shall credit Owner for those costs which would not be incurred as a result of Owner’s
willingness to invest extra funds to accelerate the Project Schedule. Owner shall only be responsible for the actual
premium costs of acceleration specifically authorized in advance for the Work in order to offset an excused delay.

§ 14.7 Recovery. In the event of one or more delays which would otherwise require the extension of the Contract
Time, the Owner may require Contractor to develop a recovery schedule and to take such action including, without
limitation, increases in its forces, working overtime and weekends and similar actions to ensure that its performance
will meet the Project Schedule and Contract Time without delay. If the delay was of the type described in Section
14.5, then Owner shall issue a Change Order to increase the Contract Sum to include the additional cost of the
Work, if any, reasonably incurred by Contractor to meet the Project Schedule. In presenting costs, Contractor shall
credit Owner for those costs which would not be incurred as a result of Owner’s willingness to invest extra funds to
compress the Project Schedule. Owner shall only be responsible for the actual premium costs of recovery
specifically authorized in advance for the Work in order to offset an excused delay. If the delay was caused by
Contractor or anyone working for or through Contractor, then the additional costs incurred by Contractor pursuant to
this Section shall not be reimbursed by Owner and Contractor shall be solely responsible for such costs.

§ 14.8 Notwithstanding anything to the contrary in Section 14.7 or otherwise, Contractor shall not be entitled to an
extension of the Contract Time or an increase in the Contract Sum as a result of force majeure or acts or omissions
of Owner or Architect unless Contractor delivers written notice to Architect and Owner of its claim therefore within
seven (7) days of the commencement of the act or omission of Owner or Architect or the event constituting force
majeure. Such written notice shall identify (i) the cause of the force majeure event, (ii) the anticipated delay in the
Contract Time and increase in the Contract Sum resulting from the force majeure event, (iii) plans to bring either the
Contract Time or Contract Sum back to or closer to the original Contract Time or Contract Sum, and (iv) the
anticipated increase in the Contract Time or Contract Sum if such plans were implemented.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum
Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect and Owner
before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the
various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to
substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the
Contractor’s Applications for Payment unless otherwise objected to by the Architect or Owner.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not
constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of
values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum
Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14
days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the
Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

.1 the documents enumerated in Article 6, including all Modifications thereto;
.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to
supplement the information provided by the Owner and contained in the Contract Documents;
.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the
Contractor’s Fee;
.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors,
activity sequences and durations, milestone dates for receipt and approval of pertinent information,
schedule of shop drawings and samples, procurement and delivery of materials or equipment the
Owner’s occupancy requirements, and the date of Substantial Completion; and
.5 a list of any contingency amounts included in the Control Estimate for further development of design
and construction.
§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor’s Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 15.3.5 Neither final acceptance of the Work, nor payment therefore, nor any provision in the Contract Documents shall relieve Contractor of responsibility for defective or deficient materials or workmanship.

§ 15.3.6 The Contractor shall provide the Owner with a Project that is free of liens arising from the Work by having paid all obligations arising from the Project or posting a bond sufficient to cover those obligations.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect’s reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract.
Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor
deviations from the Contract Documents prior to completion and to specific qualifications expressed by the
Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1)
made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed
construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received
from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to
payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously
paid on account of the Contract Sum.

§ 15.4.3 The Architect or Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably
necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section
15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect
will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree
on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the
Architect is able to make such representations to the Owner. The Architect or Owner may also withhold a Certificate
for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for
Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from
loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section
9.2.2, because of

  1. defective Work not remedied;
  2. third-party claims filed or reasonable evidence indicating probable filing of such claims unless security
     acceptable to the Owner is provided by the Contractor;
  3. failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials
     or equipment;
  4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  5. damage to the Owner or a Separate Contractor;
  6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid
     balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
  7. repeated failure to carry out the Work in accordance with the Contract Documents; or
  8. if the Contractor or any Subcontractor or other person under it causes damage to the Work or to any
     other work on the Project.

§ 15.4.4 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section
15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21, however, the Contractor
shall nevertheless expeditiously continue to prosecute the Work, provided Contractor has been paid in full for the
undisputed amounts due and owing in accordance with the payment schedule set forth in the Contract Documents.

§ 15.4.5 The Owner shall not be deemed to be in default of the Contract by reason of withholding payment while any
breach of this Agreement remains unsecured.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the
Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to
the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate
agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar
manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a
Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the
Owner shall not constitute acceptance of Work not in accordance with the Contract Documents nor relieve
Contractor of any of its obligations under the Contract Documents or for defective or deficient materials or
workmanship.

§ 15.5.4 Owner shall have the option, but not the obligation, to issue joint checks to the Contractor and various
Subcontractors at Owner’s discretion with respect to all or any part of the payments discussed in this Article. Any
payment in joint check form of the lack thereof shall not constitute a waiver of the same as to later payments.
§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion
§ 15.6.1 Substantial Completion is the stage in the progress of the Work when (i) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; (ii) the punchlist has been prepared pursuant to standard industry practice; (iii) the Architect or Owner have determined that the Work has been substantially completed in accordance with this Agreement; and (iv) the Contractor has obtained approval from the local governmental authority permitting occupancy, if applicable.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor’s list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect and Owner determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. If after notification by the Contractor that all items of the Substantial Completion list have been completed it becomes necessary for the Architect or the Architect’s consultants to make additional trips, due to the Contractor’s failure to fully complete or correct the Work, the cost to the Owner for these additional trips will be deducted from the final payment due the Contractor.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents in an amount equal to 150% of the value of all incomplete items and/or items requiring correction, as identified on the list prepared by Contractor and Architect as provided in Section 9.8.2 and agreed to by the Owner. All such items shall be completed by Contractor within 60 days after such payment, or within such sooner time as is mutually agreed to by Owner and Contractor.

§ 15.7 Final Completion and Final Payment
§ 15.7.1 Upon receipt of the Contractor’s notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner will promptly make such inspection and, when the Architect and Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a final settlement of all claims against the Owner for unpaid labor, materials and equipment for which a lien could arise, and the Owner shall issue a final Application for Payment, and the Contractor shall pay the Owner an amount equal to 150% of the value of all incomplete items and/or items requiring correction, as identified on the list prepared by Contractor and Architect as provided in Section 9.8.2 and agreed to by the Owner. All such items shall be completed by Contractor within 60 days after such payment, or within such sooner time as is mutually agreed to by Owner and Contractor.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys’ fees.
§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of special warranties required by the Contract Documents; or
4. audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY
§ 16.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances
§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.
ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($1,000,000.00) each occurrence, Two Million Dollars ($2,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
2. personal and advertising injury;
3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. bodily injury or property damage arising out of completed operations; and
5. the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars ($1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers’ Compensation at statutory limits.

§ 17.1.6 Employers’ Liability with policy limits not less than One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each employee, and Two Million Dollars ($2,000,000.00) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such
coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect’s Consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG20100704, CG20370704, and, with respect to the Architect and the Architect’s Consultants, CG20320704.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

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<th>Coverage</th>
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§ 17.2 Owner’s Insurance
§ 17.2.1 Owner’s Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against...
direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Intentionally Deleted.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation
§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.3 Performance Bond and Payment Bond
§ 17.3.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK
§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor’s obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established...
§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner’s representative:
(Name, address, email address and other information)

§ 19.5 The Contractor’s representative:
(Name, address, email address and other information)
§ 19.6 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor
If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, and following the failure of Owner to make payment for all disputed amounts hereunder within such time period, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor
1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
4. otherwise is guilty of substantial breach of a provision of the Contract Documents;
5. a general assignment by the Contractor for the benefit of the Contractor’s creditors any voluntary filing, petition or application by the Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization an arrangement or otherwise or the abandonment of the Work by the Contractor without the Owner’s prior written consent, or
6. the involuntary filing against the Contractor of a petition to have the Contractor declared bankrupt or a petition for reorganization or arrangement of the Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any such involuntary filing the same is dismissed within 60 days; the appointment of a trustee or receiver to take possession of all or substantially all the Contractor’s assets, or the attachment, execution or other judicial seizure of all or substantially all the Contractor’s assets located at the Project or of the Contractor’s interest in this Agreement unless such appointment or attachment execution or seizure is discharged within 30 days.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the cost of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, plus the amount paid to Contractor as of the termination date, exceeds the Contract Sum, the amount in excess of theContract Sum shall be paid by the Contractor to the Owner within five (5) days of written notice by the Owner.

§ 20.3 Termination by the Owner for Convenience
The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including the reasonable costs attributable to termination of Subcontracts. Upon a determination by a court of competent jurisdiction that termination of the Contractor pursuant to Section 20.2.1 was wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to this Section.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and
§ 21.2 Notice of Claims
§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims
The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
§ 21.8 Unless otherwise agreed in writing, all parties shall carry on the Work and perform their duties during any dispute, mediation or arbitration proceeding, and the Owner shall continue to make payments (except for amounts in dispute) as required by the Contract Documents.

§ 21.9 Waiver of Claims: Final Payment. The making of final payment shall not constitute a waiver of Claims by the Owner.

§ 21.10 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages
The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 22 NON-DISCRIMINATION
§ 22.1 Pursuant to Section 153.59 of the Ohio Revised Code, the Contractor agrees to both of the following:

§ 22.1.1 That, in the hiring of employees for the performance of Work hereunder or under subcontract, no contractor, subcontractor, or any person acting on Contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

§ 22.1.2 That no contractor, subcontractor, or any person on Contractor’s or subcontractor’s behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of Work hereunder on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

ARTICLE 23 PREVAILING WAGES
§ 23.1 The Contractor acknowledges and agrees that it is required to, and shall pay wages not less than, prevailing wages for the geographic area of this Project as established by the Ohio Department of Commerce, Wage and Hour Bureau and as required by the provisions of Ohio law and as further set forth in the Specifications.

§ 23.2 The Contractor shall file a schedule of wages to be paid on the Project, with the Owner, prior to commencing Work and shall provide Owner with evidence of payment of prevailing wages upon request during the Project and as a condition to final payment under Section 15.5.

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

LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO
RESOLUTION NO. 2019-___

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO ENTER INTO THE ATTACHED ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES WITH FROST BROWN TODD LLC FOR SCOTT D. PHILLIPS TO SERVE AS LIBERTY TOWNSHIP LAW DIRECTOR

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Kristen Bitonte, Township Administrator, requests the Liberty Township Board of Trustees authorize her to enter into the attached Addendum to Agreement for Professional Services with Frost Brown Todd LLC for Scott D. Phillips to serve as Liberty Township Law Director;

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorize the Township Administrator to enter into the attached Addendum to Agreement for Professional Services with Frost Brown Todd LLC for Scott D. Phillips to serve as Liberty Township Law Director.

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
SECOND ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES  
DATED JANUARY 1, 2019

WHEREAS, Liberty Township, Butler County, Ohio (the “Township”) entered into a contract for Professional Services on or about January 1, 2016 and as amended in Addendum to Agreement for Professional Services dated December 20, 2016 (the “Agreement”) with Frost Brown Todd LLC (the “Firm”) whereby Scott D. Phillips was appointed the Law Director for the Township (the “Law Director”);

WHEREAS, The Township and the Firm desire for Scott D. Phillips to continue as Law Director through the Term of the Agreement; and

WHEREAS, The Township and the Firm agree below to the following modifications of the Agreement:

1. Section I. (B.) of the Agreement is replaced and revised in total with the following:

   The Township promises and agrees to retain the Firm during the period aforesaid, subject to the proper performance of all duties, and to pay a retainer for such services from January 1, 2019 through December 31, 2019 at the rate of $96,000 per annum, payable in equal monthly installments of $8,000; and to pay a retainer for such services from January 1, 2020 through December 31, 2020 at the rate of $99,000 per annum, payable in equal monthly installments of $8,250.

2. Section II. (A.) of the Agreement is revised to replace “$260 per hour in 2018” with “$270 per hour in 2019 and $280 per hour in 2020.”

3. Section II (A.) of the Agreement is revised to delete “and employment” in the 2nd sentence of this section in reference to separately billed services. Per this addendum employment issues, with the exception of labor law matters, will now be covered under the retainer amount addressed in Section I. (A.).

4. All other provisions of the Agreement shall remain as originally agreed to. If any provisions in this Addendum conflict with the original Agreement this Addendum will control.
IN WITNESS WHEREOF, Liberty Township, Butler County, Ohio, acting through its Township Administrator, Kristen Bitonte, and Frost Brown Todd LLC, acting through its authorized agent, Scott D. Phillips, hereunto subscribed their names, this _______ day of __________, 20__.

LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO

By: _____________________________  By: _____________________________

Kristen L. Bitonte, Township Administrator  Scott D. Phillips, Township Law Director
RESOLUTION NO. 2019-___

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE SAME FORMAT, WITH LJB INC. FOR A REVISED PURPOSE AND NEED STUDY FOR THE PROPOSED MILLIKIN AT I-75 INTERCHANGE FOR AN AMOUNT NOT TO EXCEED $29,777.30 FROM ACCOUNT # 1000-110-360

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Kristen Bitonte, Liberty Township Administrator, requests the Liberty Township Board of Trustees authorize her to execute the attached Professional Services Agreement, in substantially the same format, with LJB Inc. for a revised purpose and need study for the proposed Millikin at I-75 Interchange; and

WHEREAS, Liberty Township would pay an amount not to exceed $29,777.30 from account # 1000-110-360.

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute the attached Professional Services Agreement, in substantially the same format, with LJB Inc. for a revised purpose and need study for the proposed Millikin at I-75 Interchange for an amount not to exceed $29,777.30 from account # 1000-110-360.

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ___ day of February 2019 (the “Effective Date”), by and between LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO, whose address is 7162 Liberty Centre Drive Suite A, Liberty Township, Ohio 45069 (the “Township”) and LJB, INC. whose address is 2500 Newmark Drive, Miamisburg, Ohio 45342 (the “Service Provider”).

SECTION 1. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES. The Service Provider agrees to provide services in connection with a project study to determine the feasibility of constructing an interchange at I-75 and Millikin Road in Liberty Township, Butler County, Ohio (the “Project Study”), all of which are more fully described in Appendix A to the Cost Proposal submitted by the Service Provider on February 1, 2019 (the “Proposal”) and attached hereto and incorporated herein by reference as Exhibit A (collectively, the “Scope of Services” or “Services”).

SECTION 2. STANDARD OF CARE. The Service Provider agrees to perform Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Service Provider agrees to perform Services in accordance with any applicable federal, state, or local law or regulation. The Service Provider warrants that the Service Provider is professionally qualified to perform the Services and is licensed by all public entities having jurisdiction over the Service Provider, to the extent that such licensing is required.

SECTION 3. COMMENCEMENT AND COMPLETION. The date of commencement for Services shall be the date on which this Agreement is fully executed (the “Commencement Date”). The Service Provider shall perform its Services with due and reasonable diligence and complete all Services set forth herein no later than April 11, 2019 (the “Complete Date”).

SECTION 4. CONTRACT SUM.

(a) The Township agrees to pay to the Service Provider and the Service Provider agrees to accept from the Township, as full and complete payment for the Services performed by the Service Provider, compensation in the fixed amount of Twenty Nine Thousand Seven Hundred Seventy - Seven and 30/100 Dollars ($29,777.30) (the “Contract Sum”). The Contract Sum includes the Service Provider’s cost to perform the Services including, without limitation, all expenses, subconsultant costs, taxes, overhead and profit including, without limitation, employees’ wages, salaries, benefits and expenses of its employees, as well as their federal and state income tax withholding amounts, social security, federal and state unemployment taxes, and any similar payroll taxes.

(b) In the event the Township substantially changes the Scope of Services, then the Service Provider shall provide an estimate of the fees for such additional Services and the Township and the Service Provider shall execute an Addendum to this Agreement reflecting the new, not to exceed, amount of fees for the new or expanded Services.

SECTION 5. PAYMENT. All invoices with respect to Services that have been completed satisfactorily in accordance with the terms of this Agreement will be paid by the Township within thirty (30) days of submittal. If the Township questions any portion of the invoices and delays in paying a portion pending resolution of the questions, the undisputed amount requested for payment will be paid by the Township in accordance with the terms hereof. In the event of and during any pending dispute between the parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoices and resulting delays in payment of that portion pending resolution of such questions, unless instructed otherwise in writing by the Township, the Service Provider shall continue to furnish services to the Township, and the Township shall continue to pay all undisputed amounts in accordance with the terms hereof.
SECTION 6. OWNERSHIP AND USE OF DOCUMENTS. The Project Study, together with all drawings and supporting documents prepared by, or with the cooperation of, the Service Provider or its consultant pursuant to this Agreement are the property of the Township whether or not the interchange project is commenced or completed. The Service Provider or its consultant, as applicable, may retain copies, including reproducible copies of such documents for information and reference. Such documents may be used by the Township or others employed by the Township for reference in connection with the interchange project without additional compensation to the Service Provider or its consultants.

SECTION 7. INSURANCE.

(a) Casualty Insurance. Except when a modification is requested in writing by the Service Provider and approved in writing by the Township, the Service Provider shall carry and maintain at the Service Provider’s cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

(i) Workers’ Compensation and employer’s liability insurance to the fullest extent required by applicable law;

(ii) Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:

- General Aggregate Limit: $2,000,000 each occurrence;
- Each Occurrence Limit: $1,000,000 each occurrence; and

(iii) Commercial automobile liability coverage, including non-owned and hired, in an amount not less than $1,000,000.

(iv) Excess liability coverage in an amount not less than $2,000,000.

(b) Professional Liability Insurance. The Service Provider shall maintain insurance to protect against claims arising from the performance of the Service Provider’s caused by any negligent acts, errors or omissions for which the Service Provider is legally liable (“Professional Liability Insurance”). Such Professional Liability Insurance shall be in an amount not less than $1,000,000 per claim and in the annual aggregate. The Service Provider shall keep such insurance in effect for so long as the Service Provider may be held liable for its performance of Services. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Service Provider commenced to perform Services. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best’s Insurance Reports.

SECTION 8. INDEMNIFICATION. The Service Provider shall indemnify, hold harmless and, at the Township’s request, defend the Township, its employees, agents and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses arising out of or resulting from claims for injury to or death of persons or claims for third-party property damage to the extent arising out of or resulting from (i) any actual or alleged negligent acts, errors or omissions of the Service Provider, its agents, employees, contractors (at any tier), sub-contractors in the performance of the Services under this Agreement or (ii) any breach of this Agreement by the Service Provider.
SECTION 9. TERMINATION OF AGREEMENT; REMEDIES.

(a) In the event of a breach or default hereunder by the Township, this Agreement may be terminated by the Service Provider upon ten (10) days’ prior written notice to the Township, and the Township shall pay the Service Provider for Services properly rendered to the date of termination plus all unpaid reimbursable expenses.

(b) In the event of a breach or default hereunder by the Service Provider, this Agreement may be terminated by the Township upon ten (10) days’ prior written notice to the Service Provider, and if the cost of completing the Services by another service provider is greater than the amount otherwise payable to the Service Provider under this Agreement for the remaining Services, the Service Provider agrees to pay the Township this difference upon demand.

(c) This Agreement may be terminated by the Township for convenience (without cause) upon sixty (60) days’ prior written notice to the Service Provider in which event the Township shall pay the Service Provider for Services properly rendered to the date of termination.

(d) No remedy conferred upon the Township by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the Township shall be cumulative and shall be in addition to any other remedy given to the Township hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Service Provider by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Service Provider shall be cumulative and shall be in addition to any other remedy given to the Service Provider hereunder or now or hereafter existing.

(e) No delay, omission or forbearance to exercise any right, power or remedy accruing to the Township or the Service Provider hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power or remedy may be exercised as often as deemed expedient.

SECTION 10. NON-DISCRIMINATION. The Service Provider represents that the Service Provider is in compliance with all applicable equal employment opportunity requirements under law as required by Section 153.59 of the Ohio Revised Code and any other applicable state or federal laws.

SECTION 11. ANTI-ABUSE OF DRUGS AND ALCOHOL. The Service Provider shall make a good faith effort to ensure that no employee of the Service Provider will purchase, transfer, use or possess, or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs while on or about the Township’s property or while conducting the Services. Except for the term “employee,” terms in this Section are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

SECTION 12. ETHICS. The Service Provider represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

SECTION 13. ILLEGAL GIFTS FROM DONORS. In accordance with Executive Order 2007-01S, the Service Provider, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Service Provider understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts with the State of Ohio.

SECTION 14. FINDING FOR RECOVERY. The Service Provider represents and warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the Service Provider shall immediately repay to the Township any funds paid under this Agreement.
SECTION 15. DELINQUENT PERSONAL PROPERTY TAX STATEMENT. The Service Provider represents and warrants that it has not charged with delinquent personal property taxes by the Butler County Auditor under O.R.C. Section 5719.042. If this representation and warranty is found to be false, the Agreement is void, and the Service Provider shall immediately repay to the Township any funds paid under this Agreement.

SECTION 16. ASSIGNMENT/THIRD PARTIES. The Services furnished hereunder is personal to the Township, therefore, the Service Provider may not assign this Agreement, in whole or in part, to any person or entity without the Township’s express prior written consent. The Service Provider may not subcontract any of the Services under this Agreement without the Township’s prior written consent.

SECTION 17. CONTRACT DOCUMENTS. The Contract Documents consist of (i) this Agreement between the Township and the Service Provider (the “Agreement”), (ii) the Proposal submitted by the Service Provider attached hereto as Exhibit A and (iii) other documents listed in the Agreement, Proposal and changes issued in writing after execution of the Agreement (collectively, the “Contract Documents”). Notwithstanding anything set forth in the Contract Documents to the contrary, in the event of any conflict or inconsistency between the terms or provisions of this Agreement and the terms or provisions of any of the other Contract Documents, the terms or provisions this Agreement shall govern, except where the terms and provisions of the other Contract Documents provide a more detailed description of the Services or expands the obligations of the Service Provider.

SECTION 18. DISPUTES. If a dispute between the parties arises out of or relates to this Agreement or any Exhibit, or a breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussions between the parties prior to having recourse to a judicial forum. However, disputes between the parties that cannot be mutually resolved shall be decided first by mediation; if mediation is unsuccessful, unresolved disputes will be decided by litigation. The parties further agree that the sole and exclusive forum for litigation shall be Butler County, Ohio.

SECTION 19. WAIVER: Any failure by the Township to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the Township may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION 20. RELATIONSHIP: The Service Provider is an independent contractor to the Township in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Township.

SECTION 21. SEVERABILITY. Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

SECTION 22. ADDENDUM/ADDITIONAL SERVICES. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. The Agreement also may be modified by a formal, written amendment, change order, or work change directive.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

SECTION 24. ATTORNEYS’ FEES. If either party commences an action against the other to enforce any terms of this Agreement, the losing or defaulting party shall pay to the prevailing party the reasonable costs and expenses incurred in connection with the prosecution or defense of such action and any appeals in connection therewith, including reasonable attorney’s fees and costs.

SECTION 25. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alternation, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all
terms and conditions contained in a purchase order or other standard or preprinted work authorization issued by the Township shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the services are performed. This Agreement includes and incorporates by reference the Exhibits attached hereto.

SECTION 26. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Ohio, and any action to enforce any provision of this Agreement shall be brought in a court of competent jurisdiction located in Butler County, Ohio.

SECTION 27. NOTICES. Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

LJB, Inc.

Signed: ______________________
Name: ______________________
Title: ______________________

Liberty Township, Butler County, Ohio

Signed: ______________________
Name: ______________________
Title: ______________________
EXHIBIT A

Scope of Services
February 1, 2019

Ms. Kristen Bitonte  
7162 Liberty Center Drive  
Suite A  
Liberty Township, Ohio 45069  

Re: Cost Proposal for Millikin Road at I-75 Interchange Study – Revised Purpose and Need  

Ms. Bitonte:  

Thank you for the opportunity to submit a proposal to revise the Purpose and Need within the abbreviated planning document submitted to the township in November 2017 for the study of a potential new interchange on I-75 at Millikin Road. Our understanding is that this proposal includes tasks identified within the Planning Phase (PL) of the ODOT Project Development Process. This proposal has included only those tasks requested by the township at our meeting at your office on January 9, 2019 and reflects comments from the township and ODOT received today.  

The deliverable included in this proposal is a revision to the November 2017 abbreviated planning document to include revised No Build traffic analysis, and a revised Purpose and Need statement.  

Included is the following information:  

- Proposal Cost Summary  
- Proposed Overhead and Cost of Money Rates  
- Proposed Hours  
- Non-Labor Direct Cost Summary  
- Listing of Subconsultants  
- Project Schedule  
- Appendix A – Scope of Services Documents (blue divider)  
  - Request for Proposal, Correspondence with ODOT, OKI Technical Memorandum  
  - Task Selection  
  - Project Narrative  
- Appendix B – Subconsultant Proposals (yellow divider)  
  - Subconsultant Proposal
If you have any questions or require additional information, please contact our project manager, Andy Shahan at (937) 259-5180 or ashahan@LJBinc.com. You can also contact me at (937) 259-5190 or RNorman@LJBinc.com.

We look forward to working with you to achieve a successful completion of this project.

Sincerely,
LJB Inc.

Andrew J. Shahan, P.E., P.S., PMP
Principal and Project Manager

Ralph E. Norman, P.E.
Transportation Practice Leader
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LISTING OF SUBCONSULTANTS ....................................................... 5
PROJECT SCHEDULE ........................................................................ 6

APPENDIX A – SCOPE OF SERVICES DOCUMENTS (BLUE DIVIDER)
   Request for Proposal, Correspondence with ODOT, OKI Technical Memorandum
   Task Selection
   Project Narrative

APPENDIX B – SUBCONSULTANT PROPOSALS (YELLOW DIVIDER)
   Subconsultant Proposal
## PROPOSAL COST SUMMARY

### DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

<table>
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<th>Task Description</th>
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<th>Hourly Rate</th>
<th>Total Hours</th>
<th>Labor Costs</th>
<th>Overhead Costs</th>
<th>Cost of Money</th>
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**Proposed Overhead and Cost of Money Rates**

- **Average Overhead Rate**: 155.27% (Net Fee Calc.)
- **Overhead Percentage**: 179.80%
- **Net Fee Percentage**: 11.00%
- **Cost of Money**: 0.22%
Based on ODOT’s audit risk assessment procedures, we have performed a limited review of your company’s cost submission. ODOT hereby approves use of the following rates on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

<table>
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<tr>
<th>Company Name:</th>
<th>LIB Inc.</th>
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<tr>
<td>Based on Actual Costs Incurred for Fiscal Year End:</td>
<td>December 31, 2017</td>
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<tr>
<td>Effective Date (Approval Date):</td>
<td>June 29, 2018</td>
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**APPROVAL TYPE:**
This approval is granted based on a limited, correspondence desk review of your company’s cost submission. This approval does not constitute a cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

**CONCLUSION.** The following rates were accepted as submitted.

| Corporate Indirect Cost Rate: | 179.80% |
| Facilities Capital Cost of Money (FCCM) Rate: | 0.22% |
| Overtime Premium Eligible as Direct Cost? (†) | ☒ Yes ☐ No |

**Note:** The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email (ODOT.Cost.Submissions@dot.state.oh.us). The submission is due no later than six months after the close of your Company’s fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at [http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx](http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx). Failure to submit timely may result in the loss of your ODOT prequalification.

(†) Treatment of overtime premium is determined based on the company’s policies. Overtime premium must be allocated consistently as either a direct or indirect cost on all contracts, regardless of type, reimbursement method, or individual contract terms. Companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

Please send a return message to confirm receipt of this certificate. Thank you for your assistance during this review.

Manager approval by:

**Scot P. Gormley**

Financial Program Manager
ODOT Office of External Audits
1980 W. Broad St., Mail Stop 2140, Columbus, OH 43223
614.644.0384
transportation.ohio.gov
## PROPOSED HOURS

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES**

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Professional IX</th>
<th>Professional VIII</th>
<th>Professional VI</th>
<th>Professional V</th>
<th>Professional IV</th>
<th>Professional III</th>
<th>Overall Total Hours</th>
<th>Labor Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.A</td>
<td>Existing Data, Research and Analysis</td>
<td>2</td>
<td>4</td>
<td>8</td>
<td>8</td>
<td>22</td>
<td>$784.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.C</td>
<td>Turning Movement Counts</td>
<td>2</td>
<td>4</td>
<td>8</td>
<td>8</td>
<td>22</td>
<td>$784.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.C.A</td>
<td>Turning Movement Counts at Intersections - No Build</td>
<td>2</td>
<td>4</td>
<td>8</td>
<td>8</td>
<td>22</td>
<td>$784.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.C.B</td>
<td>Movement counts at intersections and ramps - No Build</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.D</td>
<td>Planning Level Traffic - No Build Condition</td>
<td>4</td>
<td>12</td>
<td>8</td>
<td>8</td>
<td>24</td>
<td>$1,000.84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.F</td>
<td>Capacity Analysis - Existing Condition</td>
<td>12</td>
<td>32</td>
<td>32</td>
<td>0</td>
<td>112</td>
<td>$4,641.92</td>
<td></td>
<td></td>
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<tr>
<td>1.3.G</td>
<td>Develop Purpose &amp; Need</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>2</td>
<td>$95.12</td>
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<td>1.3 Subtotal</td>
<td></td>
<td>0</td>
<td>18</td>
<td>2</td>
<td>68</td>
<td>68</td>
<td>8</td>
<td>164</td>
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<td>1.8</td>
<td>Project Management for Planning Phase</td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<td>1.5.A</td>
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<td>8</td>
<td></td>
<td>16</td>
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<td>$1,017.60</td>
<td></td>
<td></td>
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<tr>
<td>1.5.B</td>
<td>General Oversight</td>
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<td>8</td>
<td></td>
<td>8</td>
<td></td>
<td>$855.84</td>
<td></td>
<td></td>
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<tr>
<td>1.5 Subtotal</td>
<td></td>
<td>16</td>
<td>8</td>
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<td>0</td>
<td>0</td>
<td>24</td>
<td>$1,871.44</td>
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<tr>
<td><strong>SUBTOTAL PLANNING PHASE</strong></td>
<td></td>
<td>16</td>
<td>26</td>
<td>2</td>
<td>68</td>
<td>68</td>
<td>8</td>
<td>188</td>
<td>$8,093.58</td>
</tr>
</tbody>
</table>

**GRAND TOTAL** | 16  | 26  | 2  | 68  | 68  | 8  | 188 | $8,093.58 |
## NON-LABOR DIRECT COST SUMMARY

<table>
<thead>
<tr>
<th>TASK</th>
<th>NON-LABOR DIRECT COST</th>
<th>UNIT</th>
<th>RATE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.C.A Turning Movement Counts at Intersections – No Build</td>
<td>Miovision data processing</td>
<td>4 locations x 12 hours</td>
<td>$21.00/hour/intersection</td>
<td>$1,008.00</td>
</tr>
<tr>
<td>1.3.C.A Turning Movement Counts at Intersections – No Build</td>
<td>Mileage</td>
<td>150 miles</td>
<td>$0.52/mile</td>
<td>$78.00</td>
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<tr>
<td>1.5.A Meetings</td>
<td>Mileage</td>
<td>50 miles</td>
<td>$0.52/mile</td>
<td>$26.00</td>
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### LISTING OF SUBCONSULTANTS

<table>
<thead>
<tr>
<th>SUBCONSULTANT</th>
<th>WORK CATEGORY</th>
<th>TOTAL AMOUNT PROPOSED</th>
<th>OH%</th>
<th>COM%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stantec Consulting Services Inc.</td>
<td>Purpose &amp; Need</td>
<td>$3,729</td>
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## PROJECT SCHEDULE

The following schedule is based on a February 5, 2019 authorization to proceed.

<table>
<thead>
<tr>
<th>STAGE REVIEW SUBMITTALS</th>
<th>DURATION</th>
<th>MILESTONE OR SUBMITTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorization to Proceed</td>
<td></td>
<td>2/5/2019</td>
</tr>
<tr>
<td>Data Collection</td>
<td>3 weeks</td>
<td>2/28/2019</td>
</tr>
<tr>
<td>Data Processing</td>
<td>1 week</td>
<td>3/7/2019</td>
</tr>
<tr>
<td>Planning Level Traffic</td>
<td>1 week</td>
<td>3/14/2019</td>
</tr>
<tr>
<td>BCEO Review</td>
<td>2 weeks</td>
<td>3/28/2019</td>
</tr>
<tr>
<td>Abbreviated Planning Document</td>
<td>2 weeks</td>
<td>4/11/2019</td>
</tr>
</tbody>
</table>
Appendix A – Scope of Services
Andy Shahan

From: Kristen Bitonte <kbitonte@liberty-township.com>
Sent: Monday, December 17, 2018 2:17 PM
To: Andy Shahan
Cc: Bryan Behrmann; David Spinney
Subject: FW: BUT-75 & Millikin Traffic Analysis

Andy,

Good afternoon. I am reaching out to see about getting a meeting scheduled with you (or if there is another LJB representative you wish), me, Bryan and Dave Spinney to discuss next steps in our process on the Millikin Interchange. We have had several conversations over the months this year with ODOT to determine what we need to do with the P&N information presented, and have received the feedback below regarding direction on a scope of work for the next phase of this project from ODOT. I would like to discuss this further with you and, if interested, have LJB provide us with a proposal for this work to complete in 2019. Please let me know what your availability is to meet after the first of the year -- January 2nd, 3rd or 4th or week of January 7th. I look forward to hearing from you.

*items in red per the below are responses from Dave Spinney to ODOT

Thank you,

Kristen L. Bitonte
Township Administrator
Liberty Township
(513) 759-7506

From: brianne.hetzel@dot.ohio.gov [mailto:brianne.hetzel@dot.ohio.gov]
Sent: Friday, December 14, 2018 2:43 PM
To: David Spinney
Cc: Matthew Loeffler; Kristen Bitonte; Keith.Smith@dot.ohio.gov
Subject: RE: BUT-75 & Millikin Traffic Analysis

Good Afternoon Dave,

I circulated the draft scope to people at the district and central office. The following comments were provided to me:

- Modeling & Forecasting:
  Note that we have no record of the model or of the counts used thus far, not that we need that now but that fact needs to be realized by anyone reading our comment below.

Comment: The only thing that we have to offer on the scope is that if the intersection counts were less than 12 hours, it may be worth collecting a couple of 24 or 48 hour tube counts a t a couple of our originally recommended locations for the purpose of estimating the magnitude of volume change since 2016. The reason is that our MS2-TMMS count volumes show a lot of variation and we are not confident that a couple of shorter, peak period, counts would accurately reflect the traffic volume change over the past couple of years. Our original recommended count locations map is attached just for reference.
All the existing counts were for a 12 hour period. And the tube counts were done for 24 hours at all of the recommended locations. The recounts will be also be for 12 hours, as will the two additional intersections.

A comment unrelated to the scope: When and if the forecasts come to us to be certified, We’d like to have a copy of the travel demand model trip tables, network, and assignment script such that we can reproduce the results. The Modeler at OKI, Andrew, is no longer with OKI. That could potentially become problematic for us if there is not good enough documentation of what he did and we cannot get hold of the model he ran for this project.

We will request the travel demand model trip tables, network, and assignment script from OKI for the record.

- Office of Environmental Services:
  - Suggest deleting the work, “Limited”, since the point of the analysis will be the identification of the transportation need(s) that would influence an improvement project, up to and including a possible new location interchange on the interstate with land acquisition and potential relocations.
  - Will drop the reference to Limited.
  - 1.3.D: Why only planning level? Planning level data does not provide turning movements so this is out of line with task 1.3.C and footnote. Cannot run HCS using planning level traffic.
  - A note that the Synchro/SimTraffic could also be discussed in the P&N if it helps support the need(s).
  - Is there a purpose to doing planning level traffic? Can certified design year no-build be done instead?

  Brianne’s following comments are accurate. It was made clear to us at the 10/17/18 meeting that it was premature to request certified traffic at this stage of project development and we concur. We will have the necessary traffic counts and turning movements to be able to model the no build condition for design year 2040.

- My comment in response to OES’s comment about planning level traffic: I think the phase “planning level” is being misunderstood maybe - I believe that you have the turning movement counts and this reference to planning level just means that it will not be factored to peak hour/design hour yet.

Thanks for the opportunity to review and please let me know if you have any questions.

Brianne Hetzel, P.E.
Traffic Studies Engineer
ODOT District 8
505 South State Route 741 Lebanon, OH 45036
513.933.6624
transportation.ohio.gov
Technical Memorandum: Millikin Road IJS Modeling

From: Andrew Rohne, OKI Regional Council
To: BCEO, ODOT-D8, ODOT-SPR
Date: 2018-1-30 (version 3)

Introduction
The Millikin Road interchange is a potential interchange location at the crossing of Millikin Road and I-75 in Butler County, Ohio. This area is between Cincinnati and Dayton. In the process of developing the scope and purpose of the interchange, Butler County Engineers Office (BCEO) requested technical assistance from the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) in the form of travel model analysis. Because of the potential for a new interchange and the growth in the area of the interchange, it is assumed that this will be a high-risk project for ODOT’s Certified Traffic Process.

This document explains the modeling work OKI performed for analytical support of the project. The first part is a discussion of the base year regional model, the second part is a discussion of the subarea model that was developed for analysis, and the third part is a discussion of the future-year modeling results.

The process follows guidelines from the Ohio Department of Transportation Certified Traffic Guidelines Volume III.

This is the third version of this document. This version includes maps of the 2015 and 2040 household and employment inputs as requested by ODOT-SPR and some grammatical changes.

Base Year OKI Model
The OKI model is a regional model that includes eight counties in the OKI region and three counties in the MVPRC region. The model network was reviewed with BCEO and some revisions were made to ensure the model accurately reflected the roadways and socioeconomic characteristics (households and employment) in the area in 2015, the base year of the OKI travel demand model. Additionally, BCEO provided many daily traffic counts that OKI added to the model network. The base-year model network was checked multiple times in this process by both OKI and BCEO.

The proposed location of the Millikin Road interchange is in the area between Dayton and Cincinnati, which is an area that the travel model does not validate to the level needed for this project. In this area, the model under-assigns traffic, which is shown in Figure 1.
Subarea Model

Due to the under-assignment of the model and because of the high number of traffic counts collected by BCEO, OKI, and ODOT, BECO and OKI decided to create a subarea model and use Origin-Destination Matrix Estimation to improve the model validation. The ODME process follows guidelines from ODOT, Citilabs (travel demand model software vendor), and various posts on the Transportation Model Improvement Program message board.

Prior to the ODME process, the OKI checked the subarea network to ensure no network errors would create problems in the estimation process. The roadway network number of lanes is shown in Figure 2 and the facility type is shown in Figure 3. The input households and total employment are shown in Figure 4 and Figure 5.
Figure 3: Base 2015 Facility Type
Figure 4: 2015 Households by TAZ
The ODME process included a loop of 5 iterations of assigning the highway network and re-estimating the trip table based on the assignment. After the five iterations, the trip length frequencies and district-level movements were compared to the base model. As illustrated in Figure 6, the trip lengths after ODME did shorten some, however the trip lengths did not shorten enough to be a cause for concern. The average trip length after ODME reduced from 13.18 minutes to 12.79 minutes, or about 23 seconds shorter.
The district flows reduced in all districts, but only slightly. The percent change is listed in Table 1. One thing to note is that external-external trips do not change significantly (District 4 – District 4, -2%). This suggests that the regional model is handling regional trips reasonably well while the internal area of this part of the model is not as good.
The performance of the ODME process is shown in Figure 9. The accuracy and precision of the model when compared to the traffic counts has improved.
Figure 9: ODME Assignment Validation

Table 2: Base - ODME Assignment Comparison Summary

<table>
<thead>
<tr>
<th></th>
<th>RMSE (1)</th>
<th>Correlation Coef (2)</th>
<th>MAE (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base</td>
<td>127%</td>
<td>0.8292</td>
<td>6,548</td>
</tr>
<tr>
<td>ODME</td>
<td>37%</td>
<td>0.9552</td>
<td>1,957</td>
</tr>
</tbody>
</table>

Table 3: Base - ODME Assignment Comparison by Facility Type

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>RMSE (1)</th>
<th>Correlation Coef (2)</th>
<th>MAE (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freeways</td>
<td>81%</td>
<td>0.5018</td>
<td>37,256</td>
</tr>
<tr>
<td>Expressways</td>
<td>70%</td>
<td>0.1870</td>
<td>8,397</td>
</tr>
<tr>
<td>Ramps</td>
<td>91%</td>
<td>0.4124</td>
<td>5,800</td>
</tr>
<tr>
<td>Arterials</td>
<td>92%</td>
<td>0.6072</td>
<td>5,804</td>
</tr>
<tr>
<td>Collectors</td>
<td>102%</td>
<td>0.3980</td>
<td>2,953</td>
</tr>
</tbody>
</table>
Notes:

1: Percent Root Mean Square Error. This is a common measure used to report travel model validation and is based on the square root of the mean squared error compared to the average of the traffic counts. Lower percentages are better.

2: Correlation Coefficient. This is a value ranging from -1 to 1 that indicates the linear fit between two parameters. -1 indicates an inverse fit (where one value decreases as the other increases), and 1 indicates a direct fit (where both values increase in a linear fashion). For travel models, higher numbers (approaching 1) are better, however a perfect fit can indicate an over-fit model.

3: MAE (mean absolute error). This is the average absolute difference of the model volumes compared to the AADT. Lower numbers are better.

The network performance results are illustrated in Figure 10. This figure shows that little, only 6%, of the subarea traffic is on congested roads where the volume to capacity ratio is greater than 1.

Figure 10: Base Year (2015) Network Performance
Overall, the ODME process improves the assignment of traffic in the subarea and will provide the basis of the future-year modeling efforts.

**Future Year Modeling**

This section discusses the methodology utilized to develop the 2040 forecasts and the preliminary results of the assignment on the 2040 Existing + Committed (E+C) network and the 2040 Build Network, which is the 2040 E+C network with an added diamond interchange at Millikin Road and I-75. The 2040 households and employees per TAZ are shown in Figure 11 and Figure 12. The 2040 E+C subarea network number of lanes is displayed in Figure 13 and the subarea facility type is displayed in Figure 14. The projects included in the E+C network are listed in Table 4. The build network number of lanes is displayed in Figure 15 and the build network facility type is displayed in Figure 16.

![Legend: 2040 Households](image)

*Figure 11: 2040 Households*
Figure 12: 2040 Employees
Figure 13: 2040 E+C Number of Lanes
Figure 14: 2040 E+C Facility Type
Figure 15: 2040 Build Number of Lanes
Figure 16: 2040 Build Facility Type
Table 4: Existing + Committed Improvements

<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>DESCRIPTION</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butler Warren Road</td>
<td>Widen 2 to 3 lanes b/t Bethany &amp; Gateway Blvd connection</td>
<td>?</td>
</tr>
<tr>
<td>SR 129 (Veteran’s Hwy)</td>
<td>Extend to Cox Road, through Hen-Jur parcel to Liberty Way (4 lanes)</td>
<td>2021</td>
</tr>
<tr>
<td></td>
<td>Remove SR 129 ramps to/from Liberty Way</td>
<td></td>
</tr>
<tr>
<td>Cox Road</td>
<td>Extend 4 lanes to Bethany Road</td>
<td>?</td>
</tr>
<tr>
<td>Bethany Road</td>
<td>Widen 2 to 3 lanes b/t Cin-Day &amp; Butler Warren</td>
<td>?</td>
</tr>
<tr>
<td>Cin-Day Road</td>
<td>Add SB lane from Bethany Road to Liberty One Dr. (5-lane section)</td>
<td>?</td>
</tr>
<tr>
<td>Tylersville Road</td>
<td>Widen 4 to 6 lanes b/t I-75 &amp; Cox Road</td>
<td>2016 &amp;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2019</td>
</tr>
<tr>
<td>Tylersville Interchange</td>
<td>Add 4th lane at top of NB exit ramp (2 Lt &amp; 2 Rt)</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>Add 3rd lane at top of SB exit ramp (2 Lt &amp; 1 Rt)</td>
<td></td>
</tr>
<tr>
<td>UCB Interchange</td>
<td>Convert existing diamond interchange to DDI and add 2-lane exit ramps</td>
<td>2019</td>
</tr>
<tr>
<td>Cin-Day Road</td>
<td>Add 2nd NB lane b/t West Chester Road &amp; I-75 (2 NB, TWLTL, 1 SB)</td>
<td>2019</td>
</tr>
<tr>
<td>SR 747</td>
<td>Widened 2 to 5 lanes b/t Princeton Road &amp; Millikin Road</td>
<td>2018</td>
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<tr>
<td>SR 747</td>
<td>Widen 2 to 5 lanes b/t Millikin Road &amp; SR 4</td>
<td>?</td>
</tr>
<tr>
<td>Liberty Fairfield Road</td>
<td>Widen 2 to 3 lanes b/t Millikin Road &amp; Randall Drive (at SR 4)</td>
<td>2015</td>
</tr>
<tr>
<td>Liberty Fairfield Road</td>
<td>Widen 2 to 3 lanes b/t Princeton Road &amp; Millikin Road</td>
<td>2019</td>
</tr>
<tr>
<td>SR 4 By-Pass</td>
<td>Widen 2 to 4 lanes b/t Princeton Road &amp; SR 4 (north end)</td>
<td>?</td>
</tr>
</tbody>
</table>

Table 5: 2040 Build Improvements

<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Millikin Interchange</td>
<td>Construct signalized diamond interchange</td>
</tr>
<tr>
<td>Millikin Road</td>
<td>Widen 2 to 5 lanes b/t Cin-Day Road &amp; Butler Warren Road</td>
</tr>
<tr>
<td>Cin-Day Road</td>
<td>Will remain 3 lanes b/t Bethany Road &amp; Princeton Road</td>
</tr>
</tbody>
</table>

Methodology

The process to integrate the 2040 model and ODME results is:

1. Run the regional model for the network (2040 E+C or 2040 Build).
2. Output a subarea matrix from the regional assignment.
3. Develop origin and destination growth rates from the Base Assignment (pre-ODME) and the future year (2040 E+C or 2040 Build) assignment.
4. Use the growth rates in a Fratar process using the ODME trip table as a base matrix.
5. Assign the final trip table output from the Fratar process.

2040 E+C Results

The performance of the E+C network is illustrated in Figure 17. This figure shows more VMT, 10% of VMT, on roadways where the volume exceeds capacity.
Figure 17: 2040 E+C Network Performance

Detailed results listed in Table 6 show that congestion in 2040 will increase on ramps and collectors. The increased congestion will increase queueing on the freeways and leading up to traffic signals as the signals will be unable to service demand (cycle failure). Congestion on the freeways and expressways does not change because they are not expected to become overloaded. However, the travel demand model is not sensitive to operational effects and any ramps that queue onto a freeway or expressway are not affecting the performance of the freeways or expressways.
Table 6: 2015 to 2040 E+C Percent of VMT in Congestion Comparison

<table>
<thead>
<tr>
<th></th>
<th>2015 Congested</th>
<th>2040 Congested</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freeways</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Expressways</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Ramps</td>
<td>4.1%</td>
<td>1.6%</td>
<td>-2.5%</td>
</tr>
<tr>
<td>Arterials</td>
<td>11.1%</td>
<td>12.5%</td>
<td>1.4%</td>
</tr>
<tr>
<td>Collectors</td>
<td>9.4%</td>
<td>20.0%</td>
<td>10.6%</td>
</tr>
<tr>
<td>Total</td>
<td>6.3%</td>
<td>9.8%</td>
<td>3.5%</td>
</tr>
</tbody>
</table>

2040 Build Results

The 2040 build network changes are listed in Table 5. For initial analysis purposes, the Millikin Road interchange was assumed to be a diamond interchange; since the travel model is not very sensitive to roadway operations, the differences among diamond, cloverleaf, single-point urban interchange, and other interchange designs is not significant.

The performance of the build network is shown in Figure 18. Overall, 8% of the network is in congestion, which is an improvement over the E+C network. Details of the congestion comparing the 2040 build network to the 2040 E+C network and the base year conditions is listed in Table 7.
Figure 18: 2040 Build Network Performance

<table>
<thead>
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<th>2015 Congested</th>
<th>2040 E+C Congested</th>
<th>2040 Build Congested</th>
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<td>Ramps</td>
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<td>11.1%</td>
<td>12.5%</td>
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<td>20.0%</td>
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<td>6.3%</td>
<td>9.8%</td>
<td>7.53%</td>
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Table 7: 2015 to 2040 E+C and Build Percent of VMT in Congestion Comparison

Conclusion

OKI performed an initial analysis of the Millikin Road Interchange Area as a subarea model. The results of the analysis show that the Millikin Road Interchange and SR-129 Extension would improve traffic in...
the area in 2040, assuming the population and employment growth follows the development expected by OKI and Butler County.
### Task Selection

<table>
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<tr>
<th>Task #</th>
<th>Task</th>
<th>Task Needed</th>
<th>Material</th>
<th>Consultant</th>
<th>ODOT</th>
<th>I-80/90 Authority</th>
<th>Meeting #</th>
<th>Project Specific Comments</th>
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<td>1.2.1 Existing Data, Research and Analysis</td>
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<td>No Build</td>
<td>Yes</td>
<td>X</td>
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<td>1.2.2</td>
<td>1.2.2 Turning Movement Counts</td>
<td>No Build</td>
<td>No Build</td>
<td>No Build</td>
<td>Yes</td>
<td>X</td>
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<td>A turning movement count program identified by ODOT OTS and Butler County Engineer was completed in January 2017. The purpose of this task is to conduct 4 each, twelve-hour turning movement counts with vehicle classifications. Two intersections not included in the January 2017 program will be counted - Cincinnati-Dayton Road (intersection 1); Princeton Road; Butler-Warren Road (intersection 2). Two intersections will be re-counted to calibrate the January 2017 program since those counts are now 2 years old. The growth rate from those re-counts will be used to adjust all counts in the January 2017 program. LJB will utilize MiEvent for all turning movement counts.</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>A design year of 2040 will be assumed. LJB will coordinate with ODOT, OKI and BEO for the appropriate growth rates leveraging the recent information presented by OKI in technical memo dated 1-30-2018 (version 3). This task also includes time required to update the Abbreviated Planning Document for the revised traffic analysis.</td>
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<td>Analysis for 2019 no build condition is anticipated to support development of the draft purpose and need by identifying transportation needs that would influence an improvement project; up to and including a possible new interchange as determined during the preliminary evaluation. Capacity analysis using HCS software for the no build in both 2019 and 2040 will be modeled including 33 intersections, 9 merge/diverge points, and 2 freeway segments. Synchro/SimTraffic will be used as a supplemental tool to show interaction between the intersections. This task excludes the analysis of merge and diverge points at the Cincinnati-Dayton Rd. and SR 129 interchange.</td>
</tr>
<tr>
<td>1.2.7</td>
<td>1.2.7 Develop Purpose &amp; Need</td>
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<td></td>
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<td>A revised draft of the purpose and need statement will be developed that specifies the reasoning for the project, identifies the problems to be addressed, defines the cause of existing problems and identifies intended positive outcomes. ODOT guidance for Purposed &amp; Need, published in April 2018, will be leveraged. Reference the proposal from Stantec dated February 1, 2019 for additional scope narrative. This task also includes time required by LJB to update the Abbreviated Planning Document by re-inserting the draft Purpose and Need statement into the report’s appendix.</td>
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<tr>
<td>1.2.8</td>
<td>1.2.8 Project Management for Planning Phase</td>
<td>No Build</td>
<td>No Build</td>
<td>No Build</td>
<td>Yes</td>
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<td></td>
<td>LJB will execute its Project Management Plan for the PI phase. Development of the planning document. LJB’s project manager will direct project activities in terms of budget and work planning, schedule and staff assignments for the PI phase of the PDP. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task also includes budgeting/billing activities throughout the duration of the PI phase. This task includes a monthly project update to the Butler County Engineer’s Office, Liberty Township, and other stakeholders. The duration of the PI phase is anticipated at 2 months.</td>
</tr>
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Project name: Millikin Road at I-75 Interchange Study

Client name: Butler County Engineer’s Office

Date: February 1, 2019

LJB Inc. has developed a detailed scope of services including project understanding, deliverables, exclusions, assumptions and project constraints. This document is based on the information known on the date of preparation and may be modified to reflect additional data received throughout the project process, if required.

PROJECT SCOPE OF SERVICES

Our understanding of the project is based a scope of services discussed at Liberty Township’s meeting room on January 9, 2019. The scope of services is to revise the Purpose and Need for the abbreviated planning document submitted to the township in November 2017 for the study of a potential new interchange on I-75 at Millikin Road.

Civil engineering

> 1.3.C.A Turning Movement Counts at Intersections – No Build – A turning movement count program identified by ODOT OTS and Butler County Engineer was completed in January 2017. The purpose of this task is to conduct 4 each, twelve hour turning movement counts with vehicle classification. Two intersections not included in the January 2017 program will be counted - Cincinnati-Dayton Road @ Princeton Road; Butler-Warren Road @ Princeton Road. Two intersections will be re-counted to calibrate the January 2017 program since those counts are now 2 years old. The growth rate from these re-counts will be used to adjust all counts in the January 2017 program. LJB will utilize Miovision for all turning movement counts.

> 1.3.D Planning Level Traffic – No Build Condition – A design year of 2040 will be assumed. LJB will coordinate with ODOT, OKI and BCEO for the appropriate growth rates leveraging the recent information presented by OKI in technical memo dated 1-30-2018 (version 3). This task also includes time required to update the Abbreviated Planning Document for the revised traffic analysis.

> 1.3.F Capacity Analysis – Existing Conditions – Analysis for 2019 no build condition is anticipated to support development of the draft purpose and need by identifying transportation needs that would influence an improvement project, up to and including a possible new location interchange on the interstate. Capacity analysis using HCS software for the no build in both 2019 and 2040 will be modeled including 18 intersections, 9 merge/diverge points, and 2 freeway segments. Synchro/SimTraffic will be used as a supplemental tool to show interaction between the intersections. This task excludes the analysis of merge and diverge points at the Cincinnati-Dayton Rd. and SR 129 interchange.

Environmental Documentation

> 1.3.G Develop Purpose & Need – A revised draft of the purpose and need statement will be developed that: specifies the reasoning for the project, identifies the problems to be addressed, defines the cause of existing problems and identifies intended positive outcomes. ODOT guidance for Purposed & Need, published in April 2018, will be leveraged. Reference the proposal from Stantec dated February 1, 2019 for additional scope narrative. This task
also includes time required by LJB to update the Abbreviated Planning Document by re-inserting the draft Purpose and Need statement into the report’s appendix.

**Project Management**

> 1.5.A Meetings – One (1) scope meeting and one (1) additional meeting to present findings are anticipated.

> 1.5.B General Oversight – LJB will execute its Project Management Plan for the PL phase: Development of the planning document. LJB’s project manager will direct project activities in terms of budget and work planning, schedule and staff assignments for the PL phase of the PDP. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of the PL phase. This task includes a monthly project update to the Butler County Engineer's Office, Liberty Township, and other stakeholders. The duration of the PL phase is anticipated at 2 months.

**PROJECT DELIVERABLES**

The deliverables for this project will include:

**Standards**

> The deliverables for this project will follow ODOT’s Project Development Process, ODOT L&D, and CADD Engineering Manual standards.

**Reports**

> An updated abbreviated planning document will be provided in electronic file format only (PDF). Items that are expected to be revised from the November 2017 document include:

  - No Build traffic analysis
  - Purpose and Need statement

**Plan sets**

> Not applicable.

**PROJECT CONSTRAINTS**

> Follow ODOT’s Project Development Process to support leveraging federal/state funding for project development if available in the future.

**ASSUMPTIONS**

In preparing this scope of services, LJB has made the following assumptions:

> Deliverables will be submitted for review by Liberty Township and Butler County before routing to ODOT District 8 for review.

> Butler County Engineer will provide shape files for the new subarea modeling by OKI.

**EXCLUSIONS**

LJB has excluded the following items in our scope of services:

> Cost of permits for field work

> Tasks typically associated with the PE, EE, FE and CO phases of ODOT’s project development process.
February 4, 2019

Andrew J. Shahan, P.E., P.S., PMP
Principal and Project Manager
LJB, Inc.
2500 Newmark Drive
Miamisburg, Ohio 45342

Subject: Proposal for Consulting Services – Purpose and Need Update
BUT-Millikin Road at I-75 Interchange Study

Dear Mr. Shahan:

Per our recent correspondence, we have prepared a fee proposal for updating the Purpose and Need statement for the subject interchange study. It is our understanding that the primary focus of the Purpose and Need update involves: 1) updating traffic data as prepared by and in coordination with LJB, and 2) modifying discussions to promote the transportation need (primary) and capture economic development per the land use vision plan (secondary), in accordance with current ODOT Purpose and Need guidance (dated April 2018). The proposed hours and fee below cover the following tasks:

- Review of existing draft Purpose and Need statement (dated 11-17-17)
- Review of updated traffic data
- Acquire and review draft Purpose and Need statement used on Big Walnut in ODOT D6
- Discuss with Melissa Taylor to capture information from economic development approach
- Updating the draft Purpose and Need statement
- Attendance at one project meeting (2 Stantec staff)
- Project coordination and management

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<th>Task</th>
<th>Hours</th>
<th>Fee</th>
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<td><strong>$3,729</strong></td>
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Upon receipt of the Word file for the draft Purpose and Need statement and the updated Planning Study Report with revised traffic information, we will complete the Purpose and Need updates within two weeks. Thank you for the opportunity to submit this fee proposal. If you have any questions or require additional information, please call me at (513) 619-6470.

Sincerely,

Stantec Consulting Services Inc.

Steven N. Shadix, P.E., P.S.
Senior Associate
RESOLUTION TO DECLARE THE TOWNSHIP ITEMS LISTED AS HAVING A FAIR MARKET VALUE OF $2,500.00 OR LESS, AS OBSOLETE, NOT NEEDED AND / OR UNFIT FOR TOWNSHIP USE, AND SHALL BE PROPERLY DISPOSED OF PURSUANT TO OHIO REVISED CODE 505.10(2)

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Ohio Revised Code Section 505.10 outlines the acceptance and disposition of property;

WHEREAS, Fiscal Officer Pam Quinlisk requests the Board of Trustees authorize the listed Township items as having a fair market value of $2,500.00 or less, as obsolete, not needed and / or unfit for township use; and

WHEREAS, these items shall be properly disposed of pursuant to Ohio Revised Code 505.10(2);

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby declares the Township items listed as having a fair market value of $2,500 or less, as obsolete, not needed and / or unfit for township use, and shall be properly disposed of pursuant to Ohio Revised Code 505.10(2).

Trustee _______ moved to approve the resolution. Trustee _______ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee _______, ___
Trustee _______, ___
Trustee _______, ___
Adopted: Tuesday, February 5, 2019

______________________________
Steve Schramm, President

______________________________
Christine Matacic, Vice President

______________________________
Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 5th day of February, 2019.

__________________________
Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

__________________________
Scott D. Phillips, Law Director
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