

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**City of Fairfield City Council
Regular Meeting Agenda
Monday, April 14, 2025 7:00 PM
5350 Pleasant Avenue, Fairfield, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

Council-Manager Briefing

5:30 PM - Water Treatment Plant Open House

Business Meeting Call to Order

Prayer/Pledge of Allegiance

Councilmember Leslie Besl

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

1. Arbor Day Proclamation

Citizen Comments

Council Reports

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - March 24, 2025

Old Business

1. Parks & Recreation - Councilmember Leslie Besl

- a. Ordinance to authorize the City Manager to approve and adopt Fairfield's Marsh Park Master Plan dated Spring, 2025
- Legislation - Second Reading

2. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with American Structurepoint, Inc. for development of the Safe Streets and Roads for All Comprehensive Action Plan
- Legislation - Second Reading

New Business - Motion to Read All New Business by Title Only

1. Community & Public Relations - Councilmember Gwen Brill

- a. Ordinance to adopt new Chapter 166, Sections 166.01 and 166.02, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio to create the Sustainability Commission.
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

2. Parks & Recreation - Councilmember Leslie Besl

- a. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the Parks Playing Courts Rehabilitation Project at various City parks.
- Legislation - First Reading
- b. Ordinance to authorize the City Manager to execute a contract with Jerry Pate Turf and Irrigation for replacement of Golf Maintenance Equipment
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

3. Public Safety - Councilmember Dale Paullus

- a. Ordinance authorizing the City Manager to enter into a contract with Mobilcomm, Inc., to install ten (10) new emergency weather sirens and declaring an emergency.
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings

- Motion - Adoption

- b. Ordinance to authorize the City Manager to execute a contract with Vogelpohl Fire Equipment, Inc. for the purchase of SCBA equipment for the Fire Department and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

4. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to enter into a contract with Chemicals, Inc. USA for the purchase of bulk 12.5% Sodium Hypochlorite and declaring an emergency.

- Legislation – First Reading
- Motion – Suspend Second and Third Readings
- Motion – Adoption

- b. Ordinance to authorize the City Manager to enter into a contract with Univar Solutions USA, for the purchase of bulk 23-25% Hydrofluosilicic Acid (Fluoride) and declaring an emergency.

- Legislation – First Reading
- Motion – Suspend Second and Third Readings
- Motion – Adoption

- c. Resolution authorizing the City Manager to execute an agreement with the Butler County Board of Commissioners Butler County, Ohio for the purchase of water during emergency events, through a water system interconnection near Tylersville Road and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

5. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to execute a contract with Proshot Concrete, Inc. for Storm Sewer Repair – Corrugated Metal Pipe Invert Lining and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

- b. Ordinance to authorize the City Manager to execute an agreement with Ohio Department of Transportation for Electric Vehicle Charging Station through OKI funding for multiple public locations and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

- c. Resolution in support of State Issue 2 Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot.

- Legislation - First Reading

6. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees, To repeal Ordinance No. 39-24 and all amendments thereto and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

- b. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
- Contractual Appropriations: \$1,017,136 total (Detail: \$431,136 Emergency Weather Sirens (Police); \$125,000 Storm Sewer Repair (Public Works); \$99,000 Golf Maintenance Equipment (Parks & Recreation); \$122,000 SCBA equipment (Fire); \$240,000 Parks Playing Courts Rehabilitation Project (Public Works))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

- c. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
- Non-Contractual Appropriations: \$460,893 total (see attached for detail; \$4,000 quote included in Golf Maintenance Equipment Council letter (Parks & Recreation))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

\$10,000 - Geotechnical and Testing Services Appropriation (Public Works)

\$7,500 - 2025 Streetlight Installation Program (Public Works)
\$27,000 - Crack Sealing Project (Public Works)
\$20,000 - Replacement and Repair of Playground Equipment (Public Works)
\$29,638 - Traffic Signal Upgrades – Illuminated Sign Replacement (Public Works)
\$11,475 - Harbin Park Disc Golf – Replacement Equipment (Public Works)
\$47,860 - Harbin Park Facilities Improvements – Roofs, Doors, Plumbing (Public Works)
\$31,504 - Various Parks Facilities Improvements – Roofs, Doors, Etc. (Public Works)
\$10,496 - Water Division-Well #6 Repair (Public Utilities)
\$10,778 - Grant Management Software (City Manager's Office - Sustainability)
\$23,000 - replacement fence at South Trace Golf Course (Parks & Recreation)
\$8,925 - purchase of a refrigerator at North Trace Golf Course (Parks & Recreation)
\$22,400 - removal of invasive species at Marsh Lake (Parks & Recreation)
\$140,000 - Community Arts Center Upgrades, various vendors (Parks & Recreation)
\$15,000 - Aquatic Center Upgrade (Parks & Recreation)
\$41,317 - Portable Radio Project (Fire)

Meeting Schedule

Monday, April 28 - Council-Manager Briefing 6:00 PM; Regular Meeting 7:00 PM

Monday, May 12 - Council-Manager Briefing 6:00 PM; Regular Meeting 7:00 PM

Tuesday, May 27 - Council-Manager Briefing 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if Needed)

Adjournment

[MEET_FOOT]

**City of Fairfield Minutes
Regular Meeting of City Council
March 24, 2025**

Council-Manager Briefing

1. 6:00 PM - Marsh Park Master Plan

Mayor Rhodus called the briefing to order at 6:00 PM. Councilmembers present: Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft, Tim Meyers and Gwen Brill.

Staff members present: Scott Timmer, Adam Sackenheim, Mandi Brock, Alisha Wilson, Steve Wolterman, Laurie Murphy, Diana Davenport, Carol Mayhall, Steve Maynard, Ben Mann, Tom Lakamp, Jason Hunold and Greg Kathman.

Assistant City Manager Sackenheim and Parks & Recreation Director Brock presented the Marsh Park Master Plan. See attached slides.

Business Meeting Call to Order

Mayor Rhodus called the Regular Meeting to order at 7:00.

Prayer/Pledge of Allegiance

Councilmember Brill led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Councilmember, 1st Ward Leslie Besl
Councilmember, 2nd Ward Dale Paullus
Councilmember, 3rd Ward Debbie Pennington
Councilmember, 4th Ward Adam Kraft
Councilmember, At-Large Tim Meyers
Councilmember, At-Large Gwen Brill

Councilmembers excused included:

Councilmember, At-Large Matt Davidson

Councilmember Meyers, seconded by Councilmember Kraft, moved to excuse Councilmember Davidson. Motion carried 6-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Meyers, seconded by Councilmember Brill, moved for Executive Session to discuss the compensation of a public employee or official, negotiations with public employees regarding their wages, hours and other terms and conditions of their employment, as well as

pending or imminent litigation. Roll call vote. Motion carried 6-0.

Special Presentations

1. Safe Prom and Graduation Proclamation - Fairfield Prevention Coalition

Mayor Rhodus presented the Safe Prom and Graduation proclamation to Fairfield Prevention Coalition. Students from the coalition addressed Council regarding projects they lead in the Fairfield City Schools and the community to try to prevent underage alcohol and illegal drug use.

Citizen Comments

None.

Council Reports

Councilmember Brill announced that the Fairfield Flyer will start arriving in mailboxes during the second week of April. She also announced the mobile mammogram van on June 5, as well as Safety Town and Junior Police Academy.

Councilmember Meyers congratulated Carol Mayhall at her last City Council meeting and wished her a well-deserved retirement.

Councilmember Pennington announced that the Historical Society meetings resume on April 1.

Councilmember Paullus read a letter thanking Fire personnel for the service provided to the City.

Councilmember Besl announced that North Trace will be open this weekend. She also mentioned the Harbin Park splash pad testing video on Facebook and puzzle palooza on Friday night.

Mayor Rhodus reported that the Mayors Youth Commission meeting was exciting and thanked Ben Mann for his assistance.

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - March 10, 2025

The Regular Meeting Minutes of March 10, 2025 were approved as written and submitted.

Old Business

None.

New Business - Motion to Read All New Business by Title Only

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by

title only. Motion carried 6-0.

1. Community & Public Relations - Councilmember Gwen Brill

- a. Simple Motion: Motion to approve the following 2025 Boards/Commissions Appointments effective April 1, 2025:

Joan Hume-Cohen - Cultural Arts Advisory Commission, term expires 3/31/2028
Joseph Sackenheim - Cultural Arts Advisory Commission, term expires 3/31/2028
Amanda Kreinbrink - Cultural Arts Advisory Commission, term expires 3/31/2028
Mark Pennington - Environmental Commission, term expires 3/31/2028
Brian Yancey - Environmental Commission, term expires 3/31/2028
Gayle Willis - Environmental Commission, term expires 3/31/2028

Councilmember Brill, seconded by Councilmember Meyers, moved to approve the 2025 Boards and Commissions appointments. Motion carried 5-0. Councilmember Pennington recused herself from the vote due to a family relationship with one of the appointees.

SIMPLE MOTION NO. 4-25. APPROVED 5-0.

2. Development Services - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Core & Main, LP and GSK Seward Road, LLC, to construct a new building to be located on Seward Road and declaring an emergency.

Core & Main LP, a private company operating locally at 3165 Production Drive, is a distributor of water, wastewater, storm drainage and fire protection products to municipalities, private water companies, and professional contractors. The company began operating in Fairfield over 5 years ago in an existing building on Production Drive. Core & Main and GSK Seward Road, LLC, now propose erecting a 30,000 square foot building on Seward Road to accommodate the growth of the company.

Should this project proceed, the total building investment for the expansion is estimated at \$4.6 million. Core & Main will relocate 20 full-time existing jobs and will create at least 4 new full-time jobs within three years of completion of the building construction, for a total of 24 full-time employees. Anticipated total future payroll is expected to exceed \$2.5 million.

Approval of the ordinance would authorize the City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide a 5-year, 45% property tax incentive on the assessed value of the new building. The second agreement is a five-party Compensation Agreement. Core & Main has agreed to compensate the Fairfield City School District and Butler Tech annually in the

amounts of 32% and 1%, respectively, of the property tax abatement each year during the life of the tax exemption, in compliance with the City's Tax Incentive Guidelines. The Board of Education of the Fairfield City School District will consider the agreement at its meeting on March 20, 2025.

Councilmember Kraft presented the first reading of this ordinance.

Councilmember Adam Kraft, seconded by Dale Paullus, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Adam Kraft, seconded by Debbie Pennington, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Kraft thanked Core & Main for their investment in the City and recognition of local talent.

ORDINANCE NO. 28-25. APPROVED 6-0.

3. Parks & Recreation - Councilmember Leslie Besl

- a. Ordinance to authorize the City Manager to enter into a contract with Jerry Pate Turf and Irrigation for the purchase of a rough mower at South Trace

This project is to replace an outdated rough mower at the golf course with a new one. Pricing for new mower is in accordance with current Sourcewell cooperative purchasing provisions; member ID 34142.

Councilmember Besl presented the first reading of this ordinance.

Councilmember Leslie Besl, seconded by Dale Paullus, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Leslie Besl, seconded by Gwen Brill, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 29-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to approve and adopt Fairfield's Marsh Park Master Plan dated Spring, 2025

The "Marsh Park Master Plan" is a detailed strategy designed to improve and rejuvenate the park. Plan goals include but are not limited to:

- enhance the environment as a natural destination;
- promote connectivity between users and the park space;
- support community through events and programming; and
- encourage recreation with thoughtful improvements.

Implementation of the Master Plan will ensure that future generations can enjoy the park's beauty and recreational activities. This plan has been developed over the past year through collaboration between municipal officials and community members.

In February 2024, the City entered into a contract with Designing Local, Toole Design and Burgess & Niple to complete the final "Marsh Master Plan". Following months of Council and community outreach, including a community engagement event at Marsh in summer of 2024 along with Parks Board input, a Master Plan was developed.

The Master Plan is attached for reference and will contribute to the long-term vitality of our community. This is an exciting step towards creating spaces where people of all ages can come together to enjoy nature and connect.

Councilmember Besl presented the first reading of this ordinance.

4. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for roofing system replacement at the Water Annex Building.

This project includes the full replacement of the building roofing system at the City's Water Treatment Plant Annex Building. The current roofing system for the building is beyond its useful life expectancy, and in need of replacement.

This project will be performed by Prodigy Building Solutions LLC, West Chester, Ohio via contracts held with The Ohio Purchasing Council (TOP-C). The City of Fairfield is a member of TOP-C, utilizing Ohio Revised Code Title I, Chapter 167, which allows for the purchase of contract items through a Regional Councils of Governments operated by or through a governing body recognized by the State of Ohio. The Ohio Purchasing Council (TOP-C) was formed in 2021 by two Ohio School Districts, Patrick Henry Local and Greeneview Local School Districts. TOP-C Contract #2021-006-001B (Building and Facility Trade Equipment and Maintenance Services) was used by Prodigy Building Solutions to provide project costs. The City of Fairfield joined TOP-C via City Council Resolution #5-22, as approved 2/28/2022.

The roofing system to be installed by Prodigy Building Solutions, LLC, will include a full 30-year manufacturer warranty by Carlisle Syntec Systems. A cost estimate is attached for review.

A contractual appropriation is requested for Prodigy Building Solutions, LLC in the amount of \$328,720.00

Councilmember Brill presented the first reading of this ordinance.

Councilmember Gwen Brill, seconded by Tim Meyers, moved to suspend second and third

readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Gwen Brill, seconded by Dale Paullus, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 30-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to enter into a contract with Ovivo USA, LLC for Water Treatment Plant Clarifier Rehabilitation

The City of Fairfield Water Treatment Plant treats and distributes an average of 5.5 million gallons of drinking water per day. Water softening is the removal of calcium, magnesium, and certain other metal cations in hard water. The resulting soft water requires less soap for the same cleaning effort, as soap is not wasted bonding with calcium ions. Soft water also extends the lifetime of plumbing by reducing or eliminating scale build-up in pipes and fittings. The City's water is softened with use of slaked calcium oxide. The chemical reaction for that softening process takes place in the Water Treatment Plant's Solids Contact Clarifiers.

The clarifier tanks are equipped and operated with drive units that promote mixing which optimizes the softening process. The drive units are over 30 years old and are original to installation. In 2023, Water Division Staff had an assessment completed on the condition of the drive units and several rehabilitation recommendations were made to increase the longevity of the equipment. The Water Division would like to avoid running this equipment to failure. Replacement components included in the rehabilitation include but are not limited to: drive units, rake shafts, turbine shafts, rake guides, drain flap valves and general alignment of all components. Ovivo USA, as the OEM manufacturer of proprietary clarifier components, will supply the necessary parts. An Ovivo-qualified contractor will remove all old equipment and install the new components in accordance with applicable technical specifications.

A contractual appropriation is being requested for Ovivo USA, LLC, for critical structural repairs and equipment improvements as related to the Water Divisions Solids Contact Clarifiers. A cost proposal, an amendment to the original cost proposal, inspection report and supplier letter are included for Council review. A contractual appropriation is requested in the amount of \$547,058.00.

Councilmember Brill presented the first reading of this ordinance.

Councilmember Gwen Brill, seconded by Tim Meyers, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Gwen Brill, seconded by Tim Meyers, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 31-25. APPROVED 6-0.

5. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with Barrett Paving Materials Inc. for the South Gilmore Road Project – Resor to Route 4

In 2024, we began construction of improvements to South Gilmore Road between Mack Road and Resor Road. Work included widening to two southbound lanes, a center two way left turn lane, asphalt resurfacing, curb replacement, new sidewalk (including sidewalk north to Planet Drive), a new mast arm traffic signal, etc.

In 2025, we will have a second phase of South Gilmore improvements between Resor Road and Parkland Hills Drive. It is our intent with this project to include a sidewalk along the west side of South Gilmore Road from Planet Drive to Boehm Drive which will create a continuous path between Route 4 and Mack Road on the west side of the road. The inclusion of this sidewalk is supported by the City's development of Fairfield Connects, the City's active transportation plan currently in development.

The City of Fairfield is working to complete the implementation of the widening improvement to the South Gilmore Road corridor. The improvement being considered is to widen South Gilmore Road from just north of Resor Road to just south of Parkland Hills Drive to allow for a five-lane section.

Plans and specifications were advertised for bid on February 7 and 14. A public bid opening was held on February 24, 2025. Six (6) bids were received, opened and publicly read. The lowest and best bidder was Barrett Paving Materials Inc.

Councilmember Pennington presented the first reading of this ordinance.

Councilmember Debbie Pennington, seconded by Dale Paullus, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Debbie Pennington, seconded by Adam Kraft, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 32-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to enter into a contract with Aero-Mark Company, LLC for the 2025 Pavement Marking Application Program

The City has approximately 410 lane miles of pavement within the City. As pavement markings become aged, it is necessary to re-paint them regularly with paint or the reapplication of thermoplastic. This project will also include the replacement of raised pavement marker lenses on select streets. This project is programmed in the Capital Improvement Program as 5PW09.

A bid opening was held on February 24th for which three (3) bids were received. The bid

results are attached.

The lowest and best bidder is the Aero-Mark Company, LLC of Aurora, Ohio.

Councilmember Pennington presented the first reading of this ordinance.

Councilmember Debbie Pennington, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Debbie Pennington, seconded by Dale Paullus, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 33-25. APPROVED 6-0.

- c. Ordinance to authorize the City Manager to enter into a contract with American Structurepoint, Inc. for development of the Safe Streets and Roads for All – Comprehensive Action Plan

It is necessary for City Council to authorize the City Manager to execute a contract with American Structurepoint Inc. for performing a Safe Streets and Roads for All – Comprehensive Action Plan. Public Works advertised a request for proposals and received three proposals from qualified firms. Structurepoint was selected based on a quality based selection process

The City of Fairfield, Ohio was successful in receiving a Safe Streets for All (“SS4A”) Planning and Demonstration Grant in the amount of \$150,000 to develop a comprehensive safety action plan. Our city is committed to creating a safe and inclusive environment for all road users, and this grant opportunity perfectly aligns with our goals. With the funding from the SS4A grant, our aim is to formulate an action plan featuring well-defined projects and strategies aimed at preventing roadway fatalities and serious injuries within our city's boundaries.

The City of Fairfield is facing pressing roadway safety challenges that demand immediate attention. While our connectivity to major highways like Interstate 275, State Route 4, and US Route 127 offers convenient access to regional transportation networks, it also poses safety risks. The increased accessibility and traffic volume during peak travel times contribute to heightened congestion levels, amplifying the risk of crashes due to slower and erratic traffic flow. Moreover, the proximity of major highways attracts through-traffic and heavy commercial vehicles, which, due to their size, weight, and limited maneuverability, pose significant safety hazards. Analyzing data from the Fatality and Injury Reporting System Tool (FIRST) for the period of 2017 to 2021, we found 7 fatalities resulting from fatal crashes in the city, translating to a fatality rate of 3.12 per 100,000 population.

Furthermore, information from the Ohio Department of Transportation (ODOT) GIS Crash Analysis Tool (GCAT) underscores the urgency of the situation, revealing a total of 3,204 crashes reported in Fairfield between 2021 and 2023. Among these, 4 were fatal incidents, and 875 resulted in injuries, accounting for approximately 28% of all reported crashes.

Upon scrutinizing the crash statistics further, it was determined that 41% of the total crashes occurred along road segments. Moreover, a significant majority, accounting for 65% of the total crashes, were categorized as rear-end (34%), angle (17%), and sideswipe (14%) crashes, with the leading contributing factors being following too closely and failure to yield. A distressing total of 29 crashes, including 26 leading to injuries, involved vulnerable road users, such as pedestrians and cyclists.

This project is programmed in the 2025-2029 Capital Improvement plan under 5PW47 – SS4ALL – Engineering.

Councilmember Pennington presented the first reading of this ordinance.

- d. Ordinance to authorize the City Manager to enter into a contract with Best Equipment Company, Inc. for the purchase of a Pac Mac Refuse Truck and declaring an emergency

This request is for the purchase of a Pac Mac Refuse hauler to be used by the Street Division to more efficiently pick up and haul refuse from trash containers throughout the Parks system and as needed for right of way maintenance. The equipment is being purchased through Best Equipment Company based on the HGACBuy joint purchasing program pricing as referenced in the attached quotation. The City is utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions.

Councilmember Pennington presented the first reading of this ordinance.

Councilmember Debbie Pennington, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Debbie Pennington, seconded by Dale Paullus, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 34-25. APPROVED 6-0.

- e. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the roof replacement project at the Community Arts Center and declaring an emergency

This request is for the roof replacement of the flat roof areas of the Community Arts Center with a .090 Carlisle EPDM roof membrane. This project does not include the slate roof, which is considered to be a lifetime roof. This project will be performed through Prodigy Building Solutions LLC, West Chester, Ohio with contracts held with the Ohio Purchasing Council (TOP-C) of which the City of Fairfield is a member thereof, utilizing Ohio Revised Code Title I, Chapter 167, allowing for the purchase of contract items through a Regional Councils of Governments, operated by or through a governing body recognized by the State of Ohio. TOP-C Price Contract #2021-006-001B was used by Prodigy Building Solutions

to provide the total cost.

Councilmember Pennington presented the first reading of this ordinance.

Councilmember Debbie Pennington, seconded by Dale Paullus, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Debbie Pennington, seconded by Adam Kraft, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 35-25. APPROVED 6-0.

6. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
- Supplemental Appropriations

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 36-25. APPROVED 6-0.

- b. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
- Contractual Appropriations: \$3,625,142 total (Detail: \$328,720 for Water Annex Building roof (Public Utilities); \$547,058 for Water Treatment Plant clarifier rehabilitation (Public Utilities); \$1,870,000 for South Gilmore Road project (Public Works); \$110,000 for 2025 Pavement Marking Application program (Public Works); \$150,000 for Safe Streets and Roads for All comprehensive plan (Public Works); \$144,364 for purchase of refuse truck (Public Works); \$475,000 for Community Arts Center roof (Public Works); \$104,291 for purchase a rough mower at South Trace (Parks & Recreation))

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Dale Paullus, moved to adopt. Motion carried

Yes 6, No 0, Abstained 0.

ORDINANCE NO. 37-25. APPROVED 6-0.

- c. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
- Non-Contractual Appropriations: \$577,279 total (see attached for detail)

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Debbie Pennington, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 38-25. APPROVED 6-0.

\$20,000 - Trip Hazard Sidewalk Repair Via Cutting funding appropriation for 2025 Sidewalk Program (Public Works)

\$12,000 - CCTV (Closed Circuit Television) Cameras for Central Traffic System (Public Works)

\$23,000 - Feasibility Study for Rehabilitation of South Trace Golf Course Ponds (Public Works)

\$60,000 - Replacement of Various Park Site Amenities (Public Works)

\$13,045 - Traffic Signal Upgrades – Illuminated Sign Replacement (Public Works)

\$74,900 - Harbin Park Shelter Replacements – Shelters #7 and #8 (Public Works)

\$74,253 - Landscaping Maintenance Award for Route 4, Patterson, etc. (Public Works)

\$37,000 - 2025 Parking Lot Maintenance Program (Sealing and Striping) Award (Public Works)

\$48,000 - Appropriation for Oakwood Park – Pedestrian Bridge Painting (Public Works)

\$21,050 - Appropriation for Traffic Signal Pole Painting (Public Works)

\$35,500.00 - Wastewater Division - UV Disinfection Equipment (Public Utilities)

\$37,931 - purchase of 2025 CAN-AM Defender Max UTV (Police)

\$60,000 - purchase of beer trailer (Parks & Recreation)

\$49,800.00 - Water Division - Fire Hydrant Re-Coating (Public Utilities)

\$40,000 - Training Room connectivity (Fire)

\$10,800.00 - Wastewater Division - Facility Grounds and Landscape (Public Utilities)

Meeting Schedule

Monday, April 14 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, April 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, May 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 7:41 PM.

Adjournment

The Regular Meeting adjourned at 8:40 PM.

ATTEST:

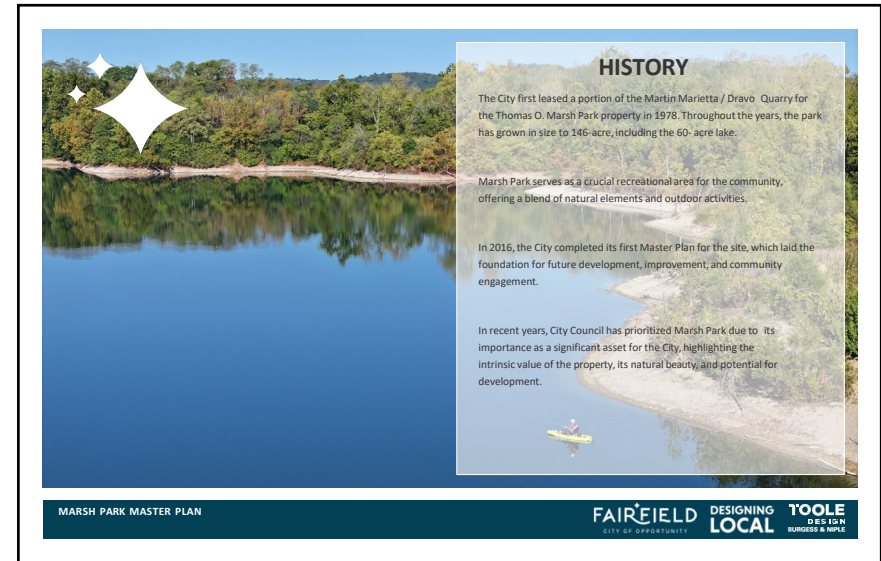
Clerk of Council

Mayor's Approval

Date Approved:



1



2



3



4



Planning Goals

1. Enhance the **environment** as a natural destination.
2. Promote **connection** between users and the park.
3. Support **community** through events and programming.
4. Encourage **recreation** with thoughtful improvements.

MARSH PARK MASTER PLAN

FAIRFIELD

CITY OF OPPORTUNITY

DESIGNING

LOCAL

TOOLE

DESIGN

BURGESS & NIPLE

5



Existing Conditions

- Great Miami River Trail (existing)
- Great Miami River Trail (2027)
- Existing tree cover
- 100-Year floodplain (1% annual chance) 500'
- Year floodplain (0.2% annual chance)



MARSH PARK MASTER PLAN

FAIRFIELD

CITY OF OPPORTUNITY

DESIGNING

LOCAL

TOOLE

DESIGN

BURGESS & NIPLE

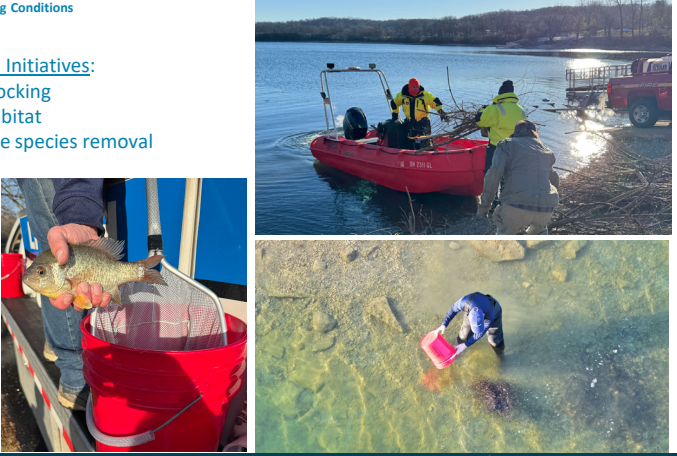
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Existing Conditions

Ecological Initiatives:

- Fish stocking
- Fish habitat
- Invasive species removal



MARSH PARK MASTER PLAN

FAIRFIELD

CITY OF OPPORTUNITY

DESIGNING

LOCAL

TOOLE

DESIGN

BURGESS & NIPLE

7



Existing Conditions

Ecological Initiatives:

- Fish stocking
- Fish habitat
- Invasive species removal



MARSH PARK MASTER PLAN

FAIRFIELD

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DESIGNING

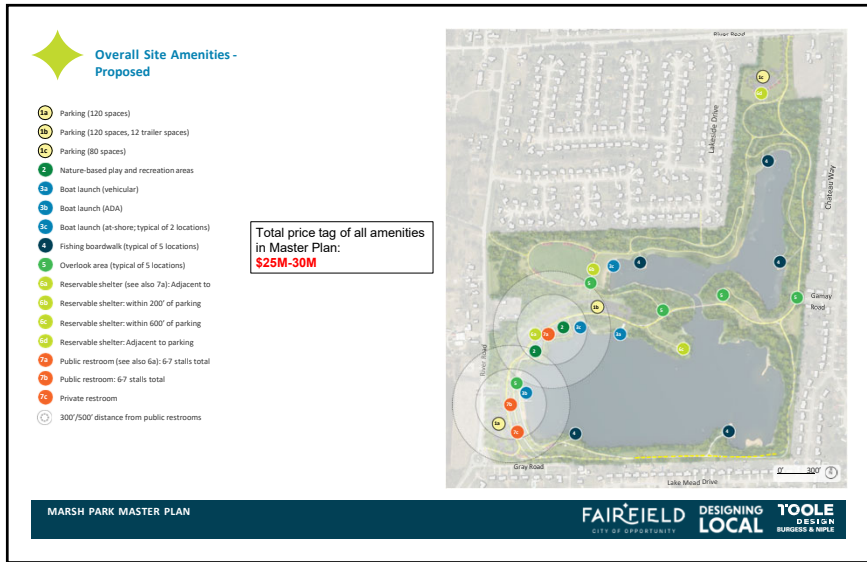
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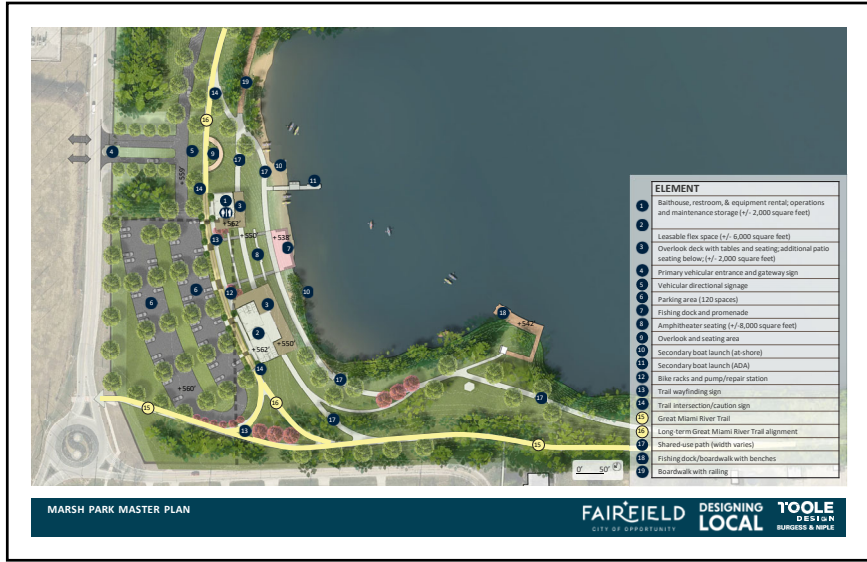
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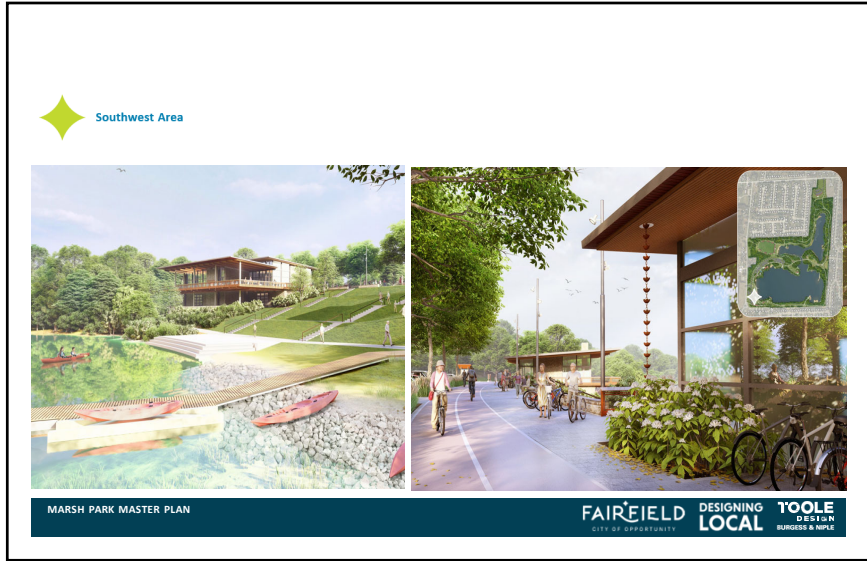
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14



15



16



17



18



19

◆ Southwest Area

2026-2027 Marsh Park - SW focus area - level 1 priorities

Grading / earthwork	500,000.00
Parking (120 spaces)	1,800,000.00
Neighborhood connectors	250,000.00
Combined - flex lease space & bathhouse w public RR	5,500,000.00
Flex building utilities	250,000.00
Primary fishing dock - pier	250,000.00
Upgraded boat launch	250,000.00
Signage / soft costs	400,000.00
	9,200,000.00
Alternatives:	
Boardwalk with railing	400,000.00
Overlooks / Shelters (3)	800,000.00
Fishing docks (2)	500,000.00
Play areas	1,250,000.00
	2,950,000.00

Priority amenities and conceptual costs:

MARSH PARK MASTER PLAN

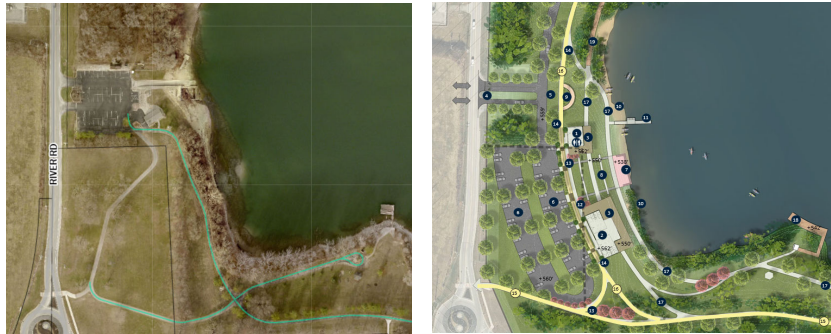
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20



Southwest Area

Priority amenities:



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21



Southwest Area

Advancement plan and timeline:

- **2025:**
 - RFQ and RFP, and contract award
 - Civil engineering and architectural services
- **2026:**
 - Final engineered plans, architectural design, and permitting
 - Commercial partnership activated
 - Q3/Q4 – Project advertisement and contract award
- **2027:**
 - Construction



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22



Southwest Area

Budgetary resources (as approved)

- 2025: \$0
- 2026: \$400K – engineering
- 2027: \$250K – engineering
- 2028: \$5M – construction
- 2029: \$5.5M (debt) - construction

Budgetary resources (now needed)

- 2025: \$650K - engineering
- 2026-2027: \$10.5M
 - \$5M Parks Fund
 - \$5.5M debt-financed

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23



Southwest Area

Council actions:

- Approve Marsh Master Plan – third reading will be 4/28
 - Parks Board to vote on Plan adoption 4/15
- Authorize accelerated capital expenditures



MARSH PARK MASTER PLAN

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25



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Parks & Recreation

Subject:

Ordinance to adopt Marsh Park Master Plan

Legislation Title:

Ordinance to authorize the City Manager to approve and adopt Fairfield's Marsh Park Master Plan dated Spring, 2025

- Legislation - Second Reading

Recommendation:

It is recommended that City Council introduce and then adopt the "Marsh Park Master Plan".

Discussion:

The "Marsh Park Master Plan" is a detailed strategy designed to improve and rejuvenate the park. Plan goals include but are not limited to:

- enhance the environment as a natural destination;
- promote connectivity between users and the park space;
- support community through events and programming; and
- encourage recreation with thoughtful improvements.

Implementation of the Master Plan will ensure that future generations can enjoy the park's beauty and recreational activities. This plan has been developed over the past year through collaboration between municipal officials and community members.

In February 2024, the City entered into a contract with Designing Local, Toole Design and Burgess & Niple to complete the final "Marsh Master Plan". Following months of Council and community outreach, including a community engagement event at Marsh in summer of 2024 along with Parks Board input, a Master Plan was developed.

The Master Plan is attached for reference and will contribute to the long-term vitality of our community. This is an exciting step towards creating spaces where people of all ages can come together to enjoy nature and connect.

Financial Impact:

No immediate impact to City budgets. Expenditures related to Marsh Park will be included in

future Capital projects and budgets .

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Marsh Park Master Plan 2025_0226 Pages_compressed
2. MARSH PARK MASTER PLAN-ORD



FAIRFIELD
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**MARSH PARK
MASTER PLAN**
Spring 2025

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Acknowledgments



Mayor Mitch Rhodus
City of Fairfield

CITY COUNCIL

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At-Large

Matthew Davidson
At-Large

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1st Ward

Dale Paullus
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Mandi Brock
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Director

Chris Addison
Fairfield Parks & Recreation
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Greg Kathman
Development Services Director

Ben Mann
Fairfield Public Works Director

Nathaniel Kaelin
Economic Development Manager

Erin Lynn
Planning Manager

Nicholas Dill
City Engineer

Adam Sackenheim
Assistant City Manager

Scott Timmer
City Manager

CONSULTANT TEAM



Matt Leasure, PLA AICP
Principal

Joe Johnson, PLA
Landscape Architect

Garrett Rubin
Urban Designer

Asmita Gurung
Urban Planning Co-op



Sally Sharrow, AICP
Senior Planner

Jalen Miller
Urban Planner

BURGESS & NIPLE

Brian Tornes, PE
Environmental Engineer

Executive Summary



PROJECT INTRODUCTION

This project is the result of an initiative by the City of Fairfield to enhance and improve Thomas O. Marsh Park. The City of Fairfield has over 44,000 residents across approximately 21 square miles, and is situated in southern Butler County. City leadership and residents have worked to protect and enhance the quality of place in the park through various initiatives, including the Parks and Recreation Master Plan, Fairfield Connects Plan, Fairfield Sustains, and Fairfield Town Center Placemaking Strategy.

This project fosters the brand identity, creates unique placemaking elements, and provides programming, wayfinding, and open space strategies to enhance the quality of life and steward unique resources for residents and visitors of Fairfield.

PROCESS

The planning process included five general phases: discovery and site analysis, community engagement, research, plan development, and the final plan review and recommendations. Each of these phases incorporated feedback from Fairfield City Council, the Parks and Recreation Board, and city staff.

IMPLEMENTATION

A framework for implementation was developed to provide guidance to fully understand and accomplish the goals of the Marsh Park Master Plan. In addition, several items are recommended for future studies to continuously improve Marsh Park for elements beyond the scope of this plan.





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An aerial photograph of a landscape featuring a large body of water in the foreground, surrounded by dense green trees. In the background, a residential area with several houses is visible, nestled among more trees on a hillside. The sky is overcast and grey.

PART 1:

Project Summary



1.1

Project Scope

1.1.1 Master plan

A diagrammatic plan has been provided to demonstrate the uses and connections that can be accommodated within the park. This plan demonstrates connections across the park, while encouraging visitation and recreation through careful location of amenities and enhancing access for all users.



Figure 1.1 | Channel in lake

Marsh Lake includes several distinct areas, connected through a channel, seen above. An active beaver dam is visible to users from watercraft and paths along the shore.





Figure 1.2 | Key for focus areas

Focus areas shown here for reference. See Part 4 “Plan Development” for information.

1.1.2 Focus areas

To demonstrate how use areas and specific program elements could be implemented, several locations were selected for development of conceptual designs.

- Focus Area ‘1’, directly north of the current parking area on River Road, will serve as the main vehicular access to the park. This area will enhance the park experience and include a paddlecraft access point, nature-based play areas, an adventure park, and various types of trails.
- Focus Area ‘2’, a consolidated activity area, includes watercraft rental services, concessions, baithouse, structured recreation activities, and space for a potential brewery/ taproom. The Great Miami River Trail enters the site from the south, and will be routed through this area.
- Focus Area ‘3’, located at the narrow channel in the middle of the lake, includes a bridge and two overlook areas, and provides a connection to the Future Great Miami River Trail.
- Focus Area ‘4’, in the northeast corner of the park, provides a minor vehicular entry with trailhead, kiosk sign, and bathroom/shelter building. The Great Miami River Trail enters the site from the north, and will be routed through this area.

1.2

Historical Context

1.2.1 Surveys and Settlement

From the original Indigenous inhabitation to the first surveys and divisions of the land 'Between the Miamis', the area where Fairfield is now located has always been full of natural resources. Fertile land adjacent to meandering rivers, as well as valuable resources hidden underneath the surface provided ample reason for various groups to settle and expand in these areas.

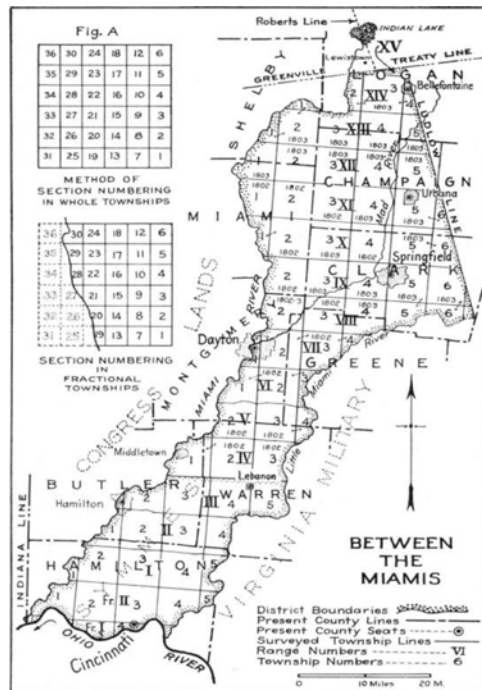


Figure 1.3 | Survey delineation from early 1800s

A unique feature of surveying history divided up the land between the Miami Rivers, also part of the 'Symmes Purchase'

Source: map.netronline.com/plss/between-the-miami-rivers; retrieved 10/31/2024

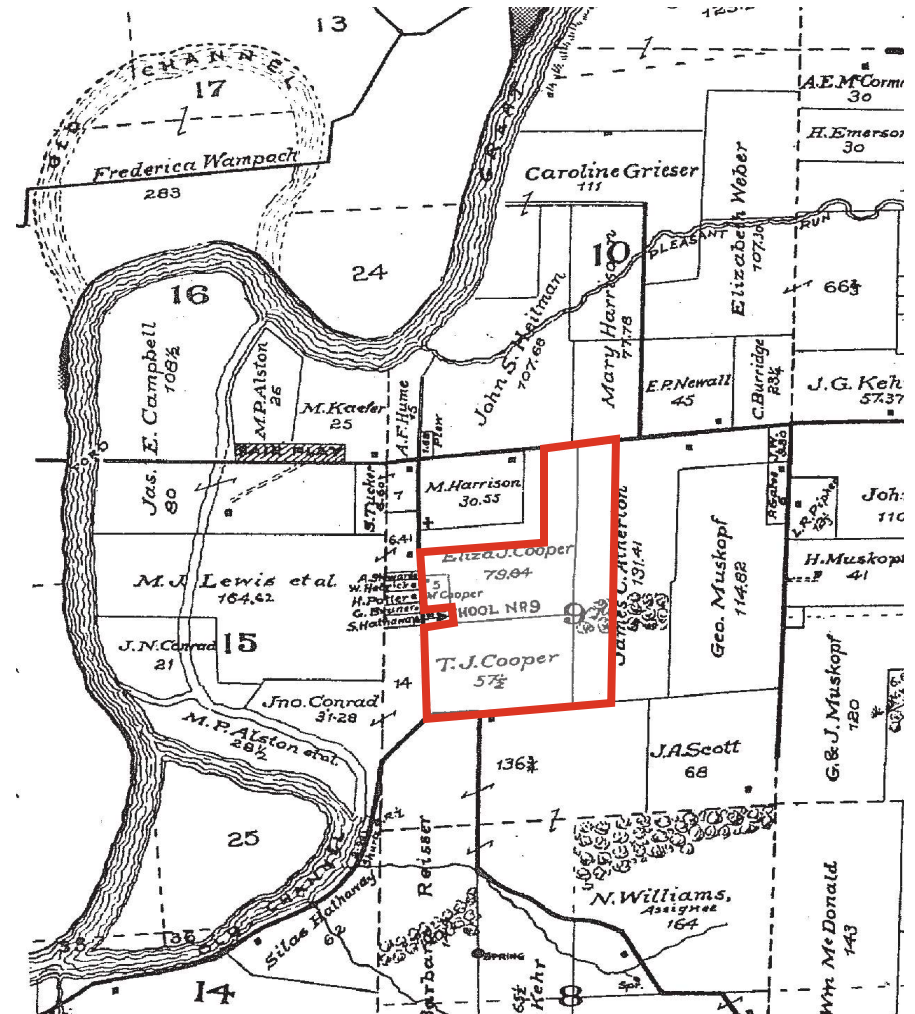


Figure 1.4 | Survey with property ownership circa 1875

Parcels changed hands and shifted between family members; schoolhouse shown west of current Park Area (highlighted in red).

Source: Ohio History Connection - Historic Atlases; "Rerick Brothers - The County of Butler, Ohio 1895"; excerpt from page 6.

Figure 1.5 | 1973 Historical Imagery (digitally colorized)

This image demonstrates active use of the site as a quarry. Parts of the park have standing water (east side and portions of the southwest), and some parts of the site are actively used for excavation and separation of materials based on size and quality. This image, provided by City of Fairfield, has been digitally enhanced for contrast.



1.3

Park Property Development

1.3.1 Mills and Materials

Just west of Marsh Park, inside the curve of the Great Miami River, more than one mill served the area until the 1870s, including a paper mill and a grist mill.

In this same location, over time, parcels were purchased by various materials and mining companies, eventually becoming Martin Marietta. As these areas, including the current park property, reached the end of their useful life for extraction of materials, the parcels were transitioned back to city ownership.

1.3.2 Chronological Order of Marsh Park Development

Following private ownership, the property the Marsh Park is located on was used as a quarry for mineral extraction.

See appendix for a complete timeline.

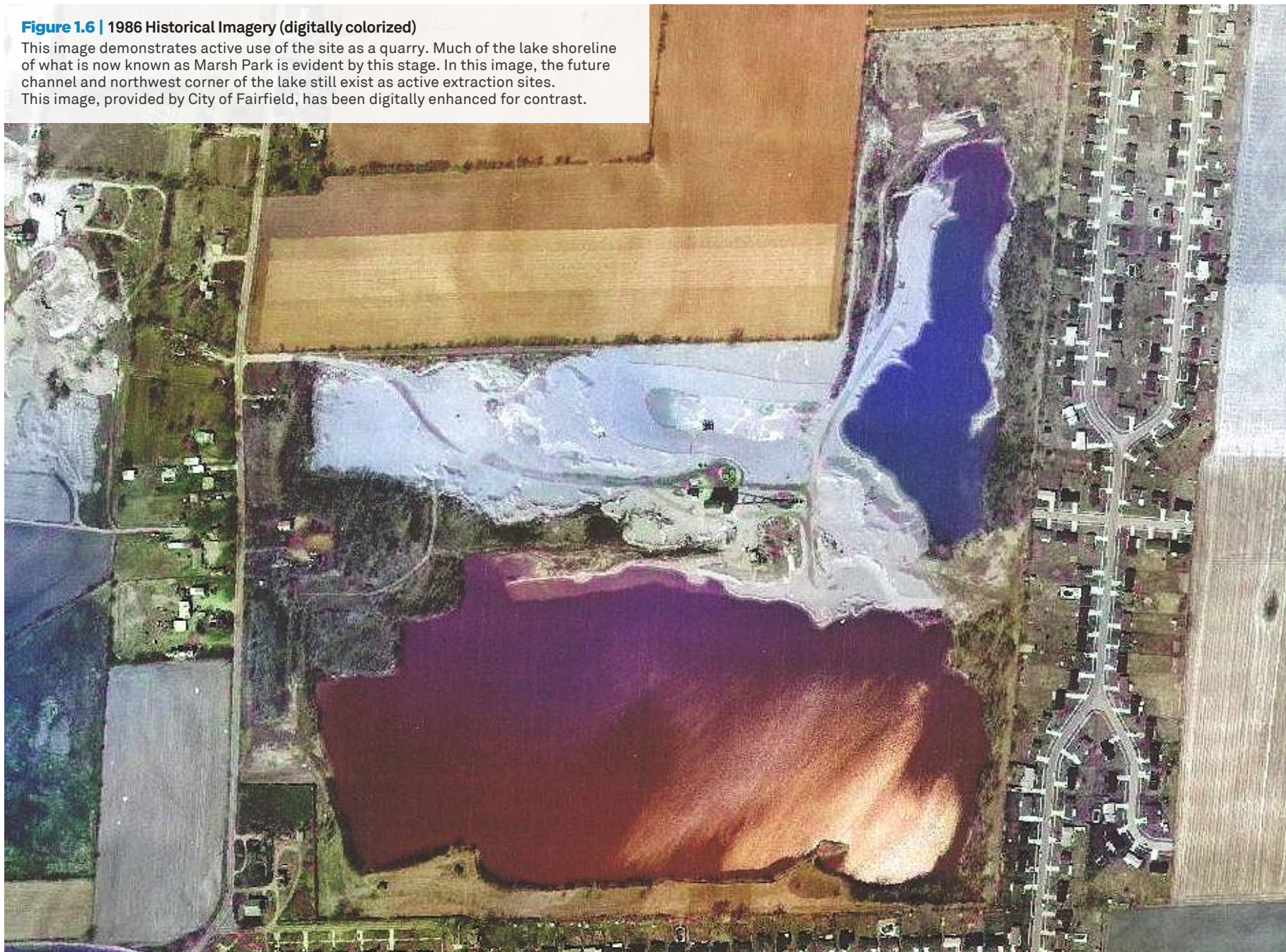
- 1956 - Dravo Corporation agreed to deed to City entire mining site at end of operation for recreational purposes.
- 1978 - 17.814 acres leased to City for recreational purposes with restrictions.
- 1989 - Indiana University Leisure Research Institute's Needs Assessment Study recommended that steps be taken to open/operate the site.
- 1993 - Park size increased to 28.9 acres.
- 1995 - Dravo Basic Materials Company sold to Martin Marietta Aggregates.



- 1995 - Parks and Recreation Board petitioned to rename the facility Thomas O. Marsh Park.
- 1996 - Parks and Recreation Board's Concessions/Catering Contractor agrees to operate pay lake under current contract.
- April 1, 1996 - Marsh Park opens to the public.
- May 4, 1996 - Grand Opening Ceremonies conducted.
- 1996-2000 - Marsh Park improvements include accessible fishing pier and ramping system.
- 1997 - Parks and Recreation Board direct staff to pursue NatureWorks funding for park improvements.
- 2015 - City notified by Martin-Marietta of its intent to cease mining operations and convey property to City by late 2015 or mid-2016.
- 2017 - Martin-Marietta conveys property to City in accordance to the 1956 agreement.

Figure 1.6 | 1986 Historical Imagery (digitally colorized)

This image demonstrates active use of the site as a quarry. Much of the lake shoreline of what is now known as Marsh Park is evident by this stage. In this image, the future channel and northwest corner of the lake still exist as active extraction sites. This image, provided by City of Fairfield, has been digitally enhanced for contrast.



1.4

Ecological Context

1.4.1 Fences and Fishing

Prior to development, the area surrounding Marsh Park sat at an intersection of three forest types. This considerable overlap in plant species was impacted by the topography, existing fertile soils, and volatility of an adjacent river.

With removal of materials during the Dravo and Martin Marietta period, large water bodies were introduced into an edge system with mostly new tree growth. There is a blend of new growth and mature trees surrounding the park. Many opportunistic species such as birch, cottonwood, and sycamore have sprung up and thrived on the wet edges, and still more trees have found purchase in spoils areas and the less disturbed edges surrounding the lake.

Unique ecosystems present despite and, in some cases, because of disruptions are a testament to nature's resiliency, and provide an abundance of opportunities for future users of the park.



Figure 1.7 | Wildlife in lake

Beaver habitat was observed in the central channel of Marsh Park Lake.

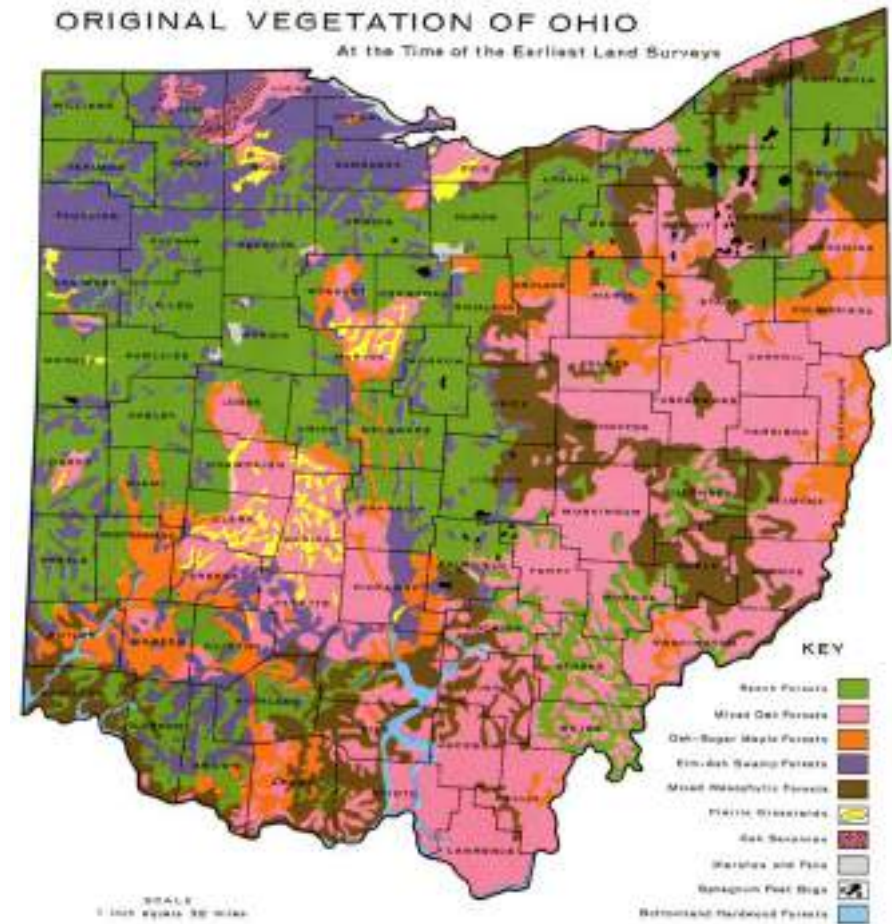


Figure 1.8 | Original Vegetation of Ohio from the earliest land surveys

Fairfield sits at an intersection of three forest types. The map above, compiled from notes taken by early surveyors, shows a mix of Oak-Sugar Maple Forests, Beech Forests, and Mesophytic Forests in the area of Marsh Park.

Source: library.osu.edu/buildingohio/actual-exhibition-page; retrieved 10/31/2024

1.4.2 Rehabilitation and Recreation

The land surrounding the lake has several existing trails, including both paved and primitive, which allow users to access further reaches of the lake and appreciate the natural features. Park staff have been maintaining the park for casual users, including trail clean-up, trash cans, and portable toilets in key locations.



Figure 1.9 | Trails and existing recreation
Dirt paths and simple amenities (litter receptacles and portable toilets) allow users access by foot to natural

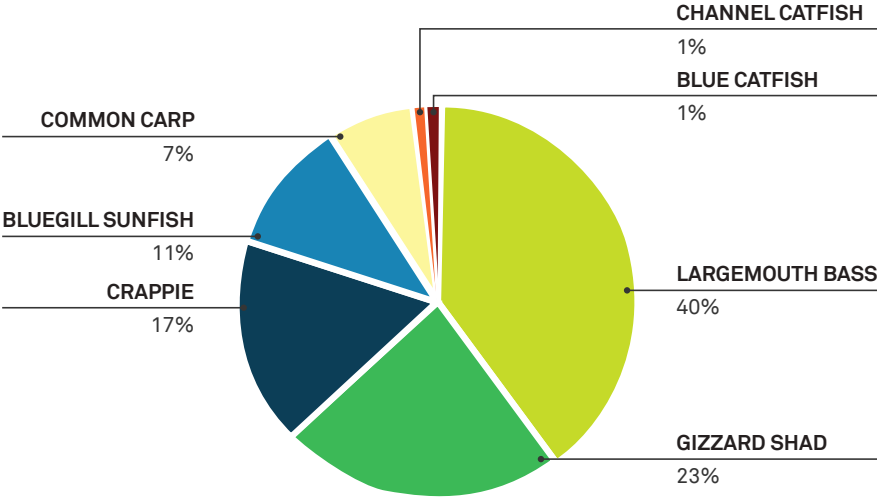


Figure 1.10 | Electrofishing Survey Results
The City of Fairfield has stocked the lake for recreational fishing; the above chart shows a survey of the existing population. While not the only species of wildlife present within the park, the city's intentional introduction of a broad selection of fish species, including feeder fish, is a vital part of naturalization and maintenance of ecological balance. Low-lying areas and edge features throughout the park provide additional opportunities for reintroduction of native flora and fauna, and conditions for sensitive species to thrive in the margins.

Source: Provided by City of Fairfield; fish survey conducted by Jones Lake Management in June, 2024.

1.5

Background

1.5.1 Site visits and coordination

The project team conducted a tour of the park as well as follow up visits to collect information and ideas. The project team also coordinated with city staff on a bi-weekly basis, and the steering committee on a monthly basis. These discussions formed the basis of the project team's understanding of the park and of the city's efforts to improve Marsh Park.

1.5.2 Community engagement

Community engagement open houses were hosted to help the project team understand the community's ideas and desires. There was a large turnout to these events where community members provided feedback regarding programming and initial concepts, and identified areas of interest.





Process

PHASE 1:

DISCOVERY AND SITE
ANALYSIS

PHASE 2:

COMMUNITY
ENGAGEMENT

PHASE 3:

RESEARCH

PHASE 4:

PLAN DEVELOPMENT

PHASE 5:

FINAL PLAN
REVIEW AND
RECOMMENDATIONS





The vision for Marsh Park is to create a premier **recreational** destination that provides the **community** with a meaningful **connection** to a unique natural **environment**.

1. Enhance the **environment** as a natural destination.
2. Promote **connection** between users and the park.
3. Support **community** through events and programming.
4. Encourage **recreation** with thoughtful improvements.



1.9

Planning Recommendations

1.9.1 Enhance the environment as a natural destination by:

- Minimizing disruption to critical habitat for existing flora and fauna within the park.
- Creating a strong tree canopy within the park to increase habitat and encourage park use.
- Maintaining vegetation to preserve views adjacent to built elements.
- Providing drives and shared-use paths that avoid environmentally sensitive areas.
- Designing and engineering any required stormwater drainage elements as environmental features.
- Adjusting the flood plain to reduce risks for constructed elements.



1.9.2 Promote connection between users and the park through:

- Providing signage and gateway features consistent with city standards to identify entries.
- Providing directional signs at key intersections along all trails.
- Locating amenities such as bike racks and benches to attract and provide comfort for cyclists and pedestrians.
- Routing the Great Miami River Trail through Marsh Park.
- Providing user-friendly signage and wayfinding.
- Conforming with AASHTO (American Association of State Highway and Transportation Officials) trail design standards.
- Providing emergency access to all key built elements.



1.9.3 Support community through events and programming by:

- Providing recreational and event spaces that the community can use for various types of events and activities.
- Encouraging regular park visits with space for amenities, services, and entertainment in dedicated locations.
- Planning for annual event programming such as movie nights, live music, fitness events, and other activities, within the park.
- Creating a variety of elements that will generate park attendance and use.
- Creating additional access points and dedicated areas for fishing, birding, and other passive recreational activities.

1.9.4 Encourage recreation with thoughtful improvements such as:

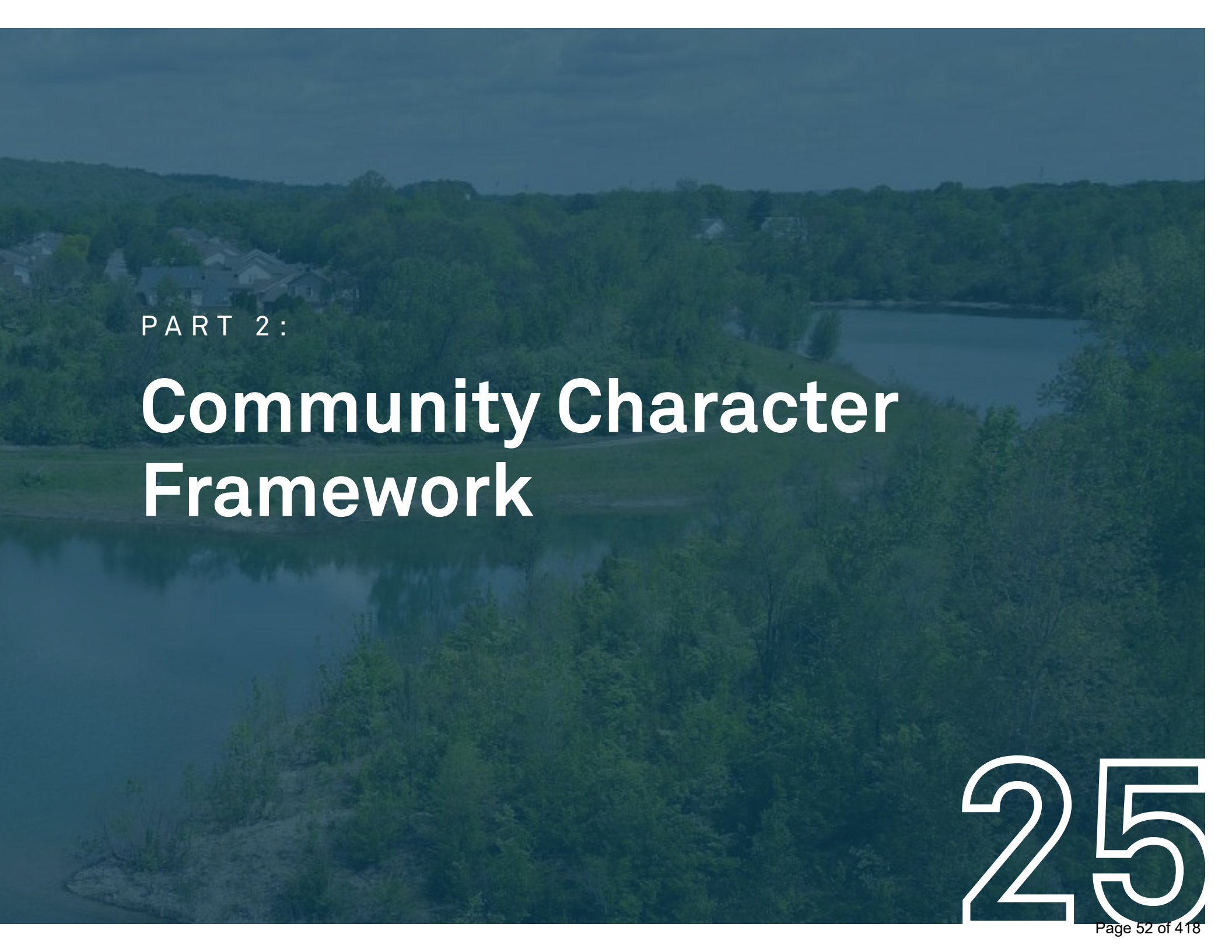
- Increasing use of the lake through the addition of boat launches and access points for paddle craft.
- Promoting park use by supporting users of various levels of experience with fishing, boating, and other activities.
- Creating a memorable destination along the future Great Miami River Trail.
- Providing additional infrastructural amenities such as restrooms, lighting, parking, and other elements.
- Locating intermittent benches and viewing areas.
- Designing all key park elements to be accessible in compliance with the ADA (Americans with Disabilities Act).





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CITY OF OPPORTUNITY





PART 2:

Community Character Framework

25

Fairfield, situated in southern Butler County, covers an area of approximately 21 square miles. The community is renowned for its extensive park and open space areas, providing ample recreational opportunities for residents. With a total of 705 acres, these spaces offer a diverse range of facilities and amenities for visitors of all ages and interests.

MARSH PARK STATISTICS

The park is a popular recreational area. In fact, it's the perfect spot for outdoor enthusiasts to explore, unwind, and reconnect with nature. Additionally, the location is conveniently located for nearby residents to appreciate the lake setting and recreation opportunities.

147

ACRES AND THE SECOND
LARGEST PARK IN FAIRFIELD

975

PEOPLE LIVE WITHIN A
10-MINUTE WALK

FAIRFIELD STATISTICS

Fairfield is a vibrant city with over 44,000 residents. The city boasts an impressive total of 27 parks and green spaces, each dedicated to the public's use. This extensive network is a testament to Fairfield's commitment to promoting active lifestyles and preserving natural beauty.

28

PARKS / GREEN SPACES

44%

OF RESIDENTS LIVE WITHIN A
10-MINUTE WALK OF A PARK

5%

OF LAND IS DEDICATED TO
PARKS AND RECREATION USES

2.2

Fairfield Demographics

44,465

POPULATION



38.9
MEDIAN AGE

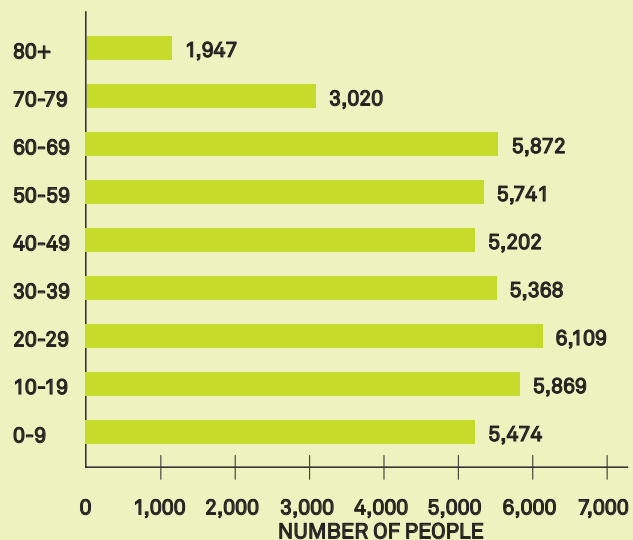


20.92
SQUARE MILES



5,000
NEW RESIDENTS IN THE PAST 30 YEARS

RESIDENTS AGE



CONNECTIVITY



93 Miles

Great Miami Trail Once Completed



4.4 Miles

Distance to Nearest Transit Stop
from Marsh Park (BCRTA)



28%

Or just over 6,300 people have less
than a 15-Minute commute to work





Existing Community Recommendations

2.3.1 Fairfield Connects 2020

Fairfield Connects provided recommendations to improve connectivity for bicyclist and pedestrians, and to ensure safer routes and crossings.

Its goals are to connect residents to parks, town center, existing trails, neighborhoods, major destinations while improving public health.

Additionally, the Great Miami Trail will route through Marsh Park, connecting it with Waterworks Park to the north and Furfield Dog Park to the south, filling a gap in this key regional trail.



2.3.2 Fairfield Forward 2019

STRATEGY	GOAL	RECOMMENDATION
TRANSPORTATION	T2	Attain greater pedestrian and bicycle mobility for day-to-day and commuter use activity.
TRANSPORTATION	T3	Increase roadway efficiency.
TRANSPORTATION	T4	Provide for safe non-motorized routes to schools and other activity centers
TRANSPORTATION	T5	Develop a favorable environment for greater connectivity to public transit systems that provide transit options to all populations
PARKS AND OPEN SPACE	PRO 1	Provide a variety of community open spaces, parks, and recreational opportunities for programming, including active and passive recreation for all ages and abilities
PARKS AND OPEN SPACE	PRO 2	Protect existing natural areas, environmentally sensitive lands, and watersheds

Figure 2.1 | Strategies, Goals, and Recommendations from Fairfield Forward 2019

This plan relies on previous planning momentum to guide park development and programmatic elements for all to enjoy. Fairfield Forward provides a critical, strategic framework for growth and community resources to ensure a high quality of life can be sustained for years to come. Source: City of Fairfield; 'Fairfield Forward 2019' Plan.



2.4

Community Connectivity and Open Space Map

CONNECTIVITY

- Great Miami River Trail
- Existing Sidewalk
- Existing Trail
- - - Proposed Shared Use Path
- - - Proposed Shared Lane
- - - Proposed Walking Path

PLACES OF INTEREST

- ① Furfield Dog Park
- ② Village Green Park
- ③ YMCA
- ④ Mercy Hospital
- ⑤ Jungle Jim's
- ⑥ West Elementary School
- ⑦ South Elementary School
- ⑧ Fairfield Lane Library



Figure 2.2 | Community Connectivity and Open Space

This plan relates to connectivity and access; shown above are proposed and existing bicycle and pedestrian routes, as well as places of interest and neighborhoods surrounding the community.



FAIRFIELD
CITY OF OPPORTUNITY





PART 3:

Community Engagement Summary

31

3.1

Community Outreach Event

3.1.1 Location and format

The park planning team organized a community outreach event on Tuesday, June 18th, 2024, at Marsh Park. The event was advertised through the City of Fairfield's website, social media, and with print materials displayed at city facilities.

During the event, participants were guided through several stations, at their own pace, to gather feedback. Team members encouraged participants to:

- Provide comments on the current conditions of the park.
- Indicate community needs for programs and facilities.
- Allocate money to competing priorities.
- Specify preferred enhancement and conservation goals.

More than 70 community members participated during the 3-hour time frame. Participants met with the Marsh Park Master Plan team, which included Parks and Recreation staff and the design team, providing valuable feedback regarding programming and enhancement of the site.



3.1.2 Where do you live in Fairfield?

Participants from a broad area attended the meeting, with attendance especially high among community members located directly around the park.

- 34% were within a 1/2 mile radius of the park.
- 46% were within a 1 mile radius of the park.
- 92% were placed within the limits of the city.

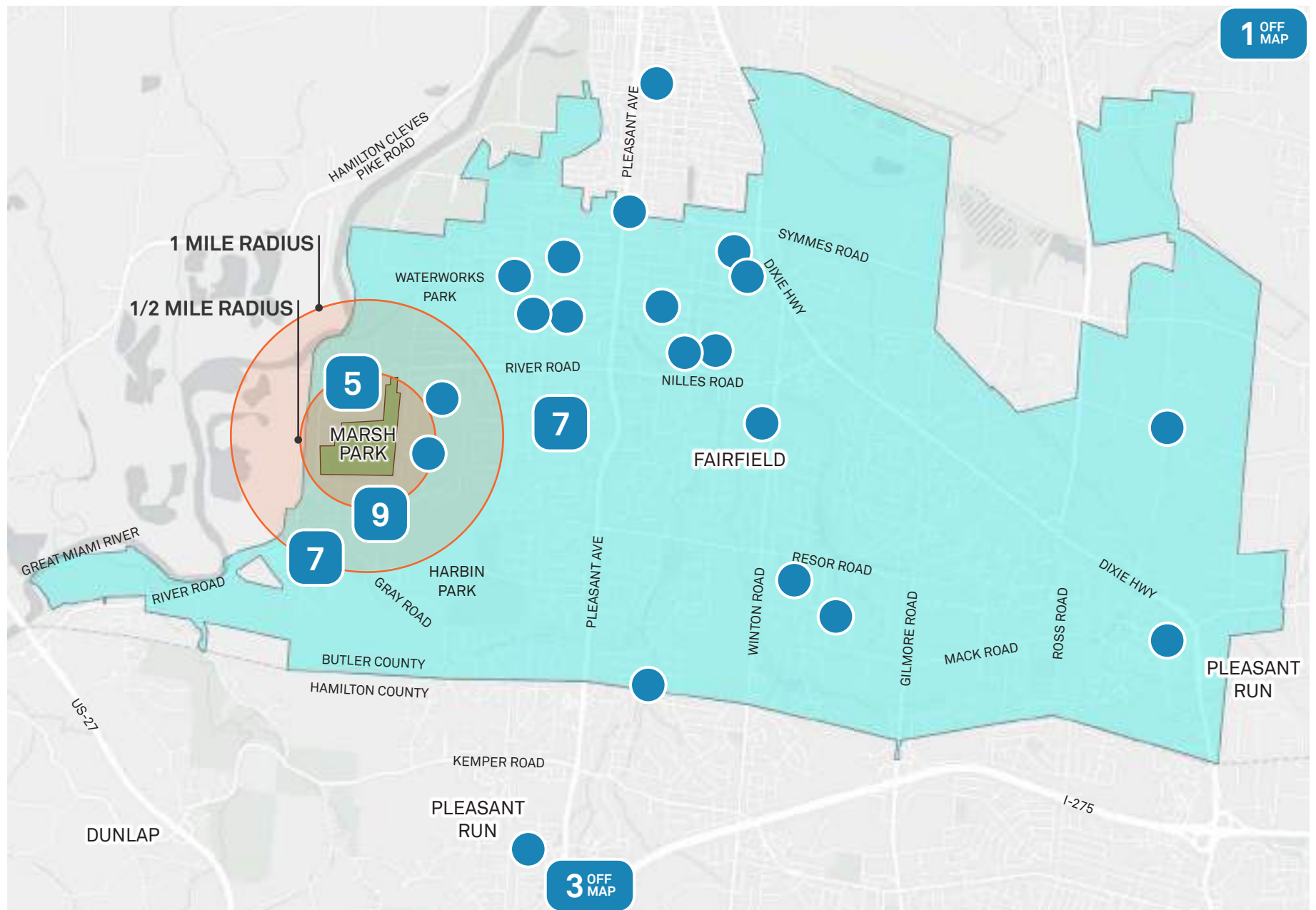


Figure 3.1 | Engagement results - Where do you live in Fairfield?

Dots represent individuals or groups attending the public engagement event that took place on June 18, 2024.

3.1.3 Where do you want to go in the park?

Most households participated by using a pen or marker to draw their desired route(s) through the park. An additional map was provided for users to draw their route and means of transportation to the park..

Users drew lines across multiple surfaces (paved paths, woods, and water), signifying locations and views they wanted to enjoy within the park..

ROUTING

Those participating in the engagement event generally came to the parking area from the north (along River Road) or south (along Gray Road), while many users came from the surrounding neighborhoods.

- Most users expressed interest in walking or biking routes along and around the lake.
- Many users would like to fully access the lake via kayak or other watercraft.
- Some users connected land routes across the lake.
- Some users drew their preferred fishing and natural areas.

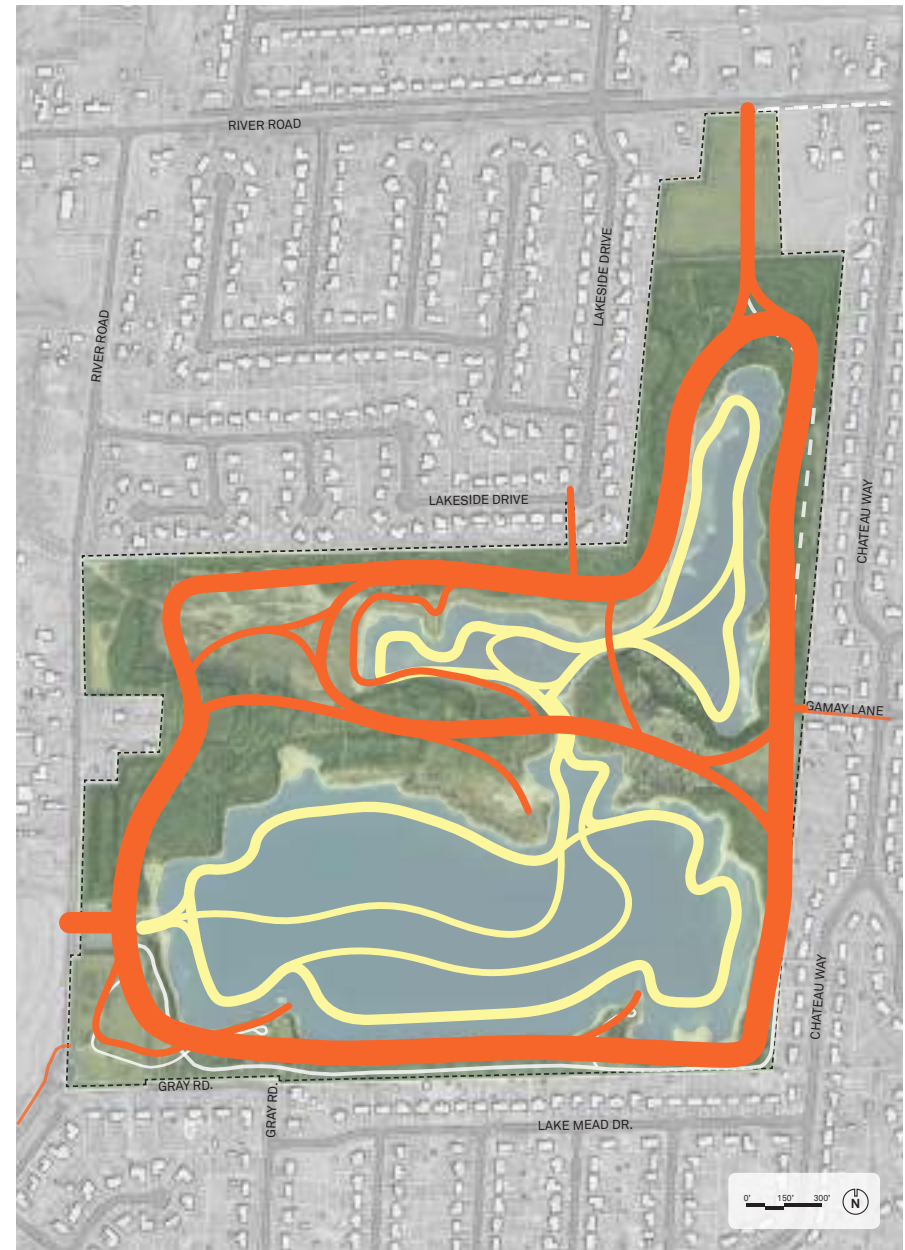


Figure 3.2 | Engagement results - Where do you want to go in the park?

Desired routes through the park shown both on land (orange) and water (yellow); thicker lines represent more interest. Some users included routes to adjacent neighborhoods.

3.1.4 What elements do you want to see in the park?

Elements listed earned between 17 and 64 dots, with additional dots being used to leave notes voicing interest in additional and alternate elements.

SENTIMENT

Elements receiving the most engagement included:

- Overlook/Seating & Benches.
- Play Structure/Nature-Based Play.
- Cafe/Brewery.
- Fitness Equipment.

Additional comments included requests for elements such as natural paths and improved access for watercraft throughout the lake.



3.1.5 What organized events do you want to see in the park?

Individual events listed earned between 19 and 45 dots. Some users voiced interest in alternative events.



SENTIMENT

Events receiving the most positive engagement included:

- Nature/Educational Events.
- Group Pop-Up Events.
- Festivals.
- Small Concerts & Other Performing Arts Activities.
- Group Fitness Activities.

Additional comments included requests for allowance of alcohol consumption and preservation of natural areas.



Figure 3.3 | Engagement event photo

Sample wayfinding and a guided tour with questions along the way allowed participants to give additional feedback.

3.1.6 What items should receive the most money?

Elements listed earned between 4 and 44 dots, with some users leaving additional comments.

SENTIMENT

Elements receiving the most positive engagement included:

- Paths, Seating, & Overlook.
- Nature/Play Areas.
- Cafes, Dining, & Bathrooms.
- Dock/Pier Improvements.
- Kayak/Canoe Launch.
- Green Spaces/Quiet Retreat.
- Taproom/Brewery.
- Art Features.

Some users intentionally added red dots to these boards, but this didn't detract significantly from the overall intent.

Users also recommended alternatives or clarification, such as notes clarifying 'bathrooms only'.



3.1.7 Layout 'A' - What Do You Want to See?

37 total comments were left on layout boards. Comments covered a mix of topics, including environmental concerns, and comments regarding programming and amenities.

SENTIMENT

Most comments related to existing ecological and natural features surrounding the lake, the accessibility of the lake shore, and specific amenities. Comments, labeled in the figure to the right, include:

- A - 'Parking area with trailer parking'.
- B - 'Lakeside bar with dock'.
- C - 'Unique Ecosystem' (written in 2 locations).
- D - 'Full 5k loop trail - paved'.
- E - 'Bike racks, no cafe or restaurant, walking path around entire lake'. Add more fishing access'.
- F - 'Spawning Areas' (written in 3 locations).
'Dig out deeper' included in one note.
- G - 'Huge beaver den where you want to put the bridge - do not destroy!'.
- H - 'Family-friendly fishing areas with sandy beach and port-a-potties'.



Figure 3.4 | Engagement results - Layout 'A' - What do you want to see?

Comments placed on conceptual layout represent interest in lake and trail access, as well as taking advantage of natural features.

3.1.8 Layout 'B' - What do you want to see?

37 total comments were left on layout boards, which covered a mix of topics, including environmental concerns and comments about programming.

SENTIMENT

Most comments related to existing ecological and natural features surrounding the lake, the accessibility of the lakeshore, and specific amenities. Comments, labeled in the figure to the right, include:

- A - 'Kayak and/or trailer parking area across here'.
- B - 'Kayak storage locker with yearly fee'.
- C - 'Residential shared kayak storage locker, not for rental or public'.
- D - 'Playground native playscape in the open space'.
- E - 'Kayak launch only, like Winton Woods'.
- F - 'Path all around lake; that's easy'.
- G - 'Enhance actual lake; stock with more fish'.
- H - (Comments not referencing specific locations):
'More than one boat launch or increase size of the current one'.
'Park is big enough for some commercial aspect - think Kreimers or Snow Lake'.
'Leave rockwalls, frisbee golf, and picnics at other parks, keep as a special fishing park'.
'More parking; summer concerts; pay for fishing; restrooms; picnic areas; garbage cans'.
- See additional comments on figure to right.



Figure 3.5 | Engagement results - Layout 'B' - What do you want to see?

Comments placed on conceptual layout represent interest in lake and trail access, as well as taking advantage of natural features.

3.2

Public Engagement Survey

3.1.9 Format and participation

The park planning team hosted a public survey that was open from May 27th to June 26th, gathering a total of 838 responses. The survey was advertised via social media, websites, and word of mouth.

During the survey, participants were asked several questions about demographics, access to and use of the park, and potential activities and amenities being considered for use in the master plan.

With an average completion time of 4 minutes and a 77% average completion rate, the goal of the survey was to gather information concisely.



3.1.10 Have you been to Marsh Park?

88% of respondents have been to Marsh Park; most answers to this survey will be informed at least in part by users' personal experiences with the park.

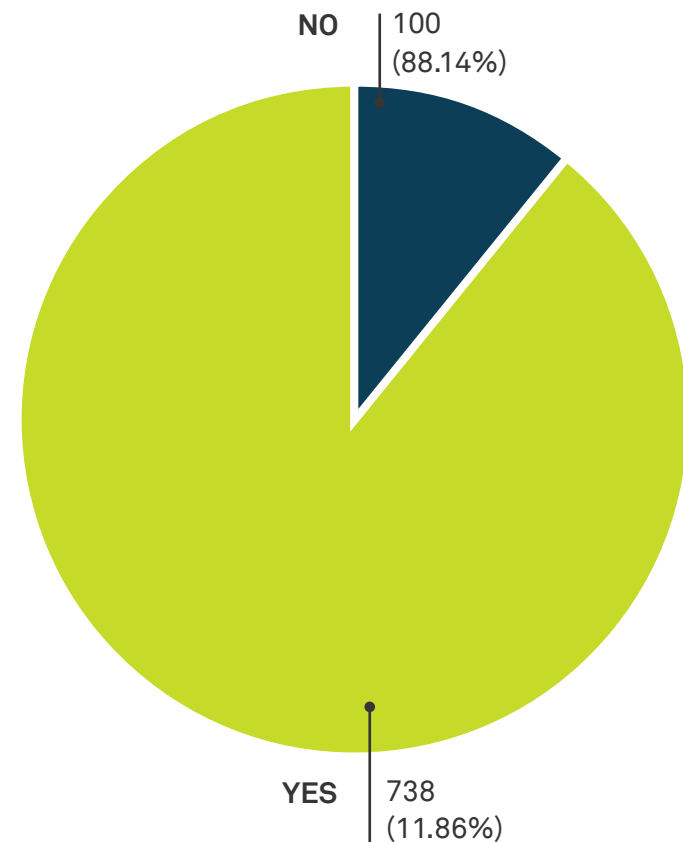


Figure 3.6 | Survey results - Have you been to Marsh Park?

Responses: 838

3.2.1 Which neighborhood/area of Fairfield do you live in?

Responses to this question included a mix of neighborhoods, areas, and street names. The most common responses included neighborhoods and street names either directly connected to the park via River Road and Gray Road, or neighborhoods within 1 mile of the park.



Figure 3.7 | Survey results - Which neighborhood/area of Fairfield do you live in?

Responses: 656

3.2.2 What activities have you done in Marsh Park?

While passive uses represent the most significant responses, no fewer than 100 respondents each selected 'Fitness Trail', 'Paddle Sports', and 'Cycling'

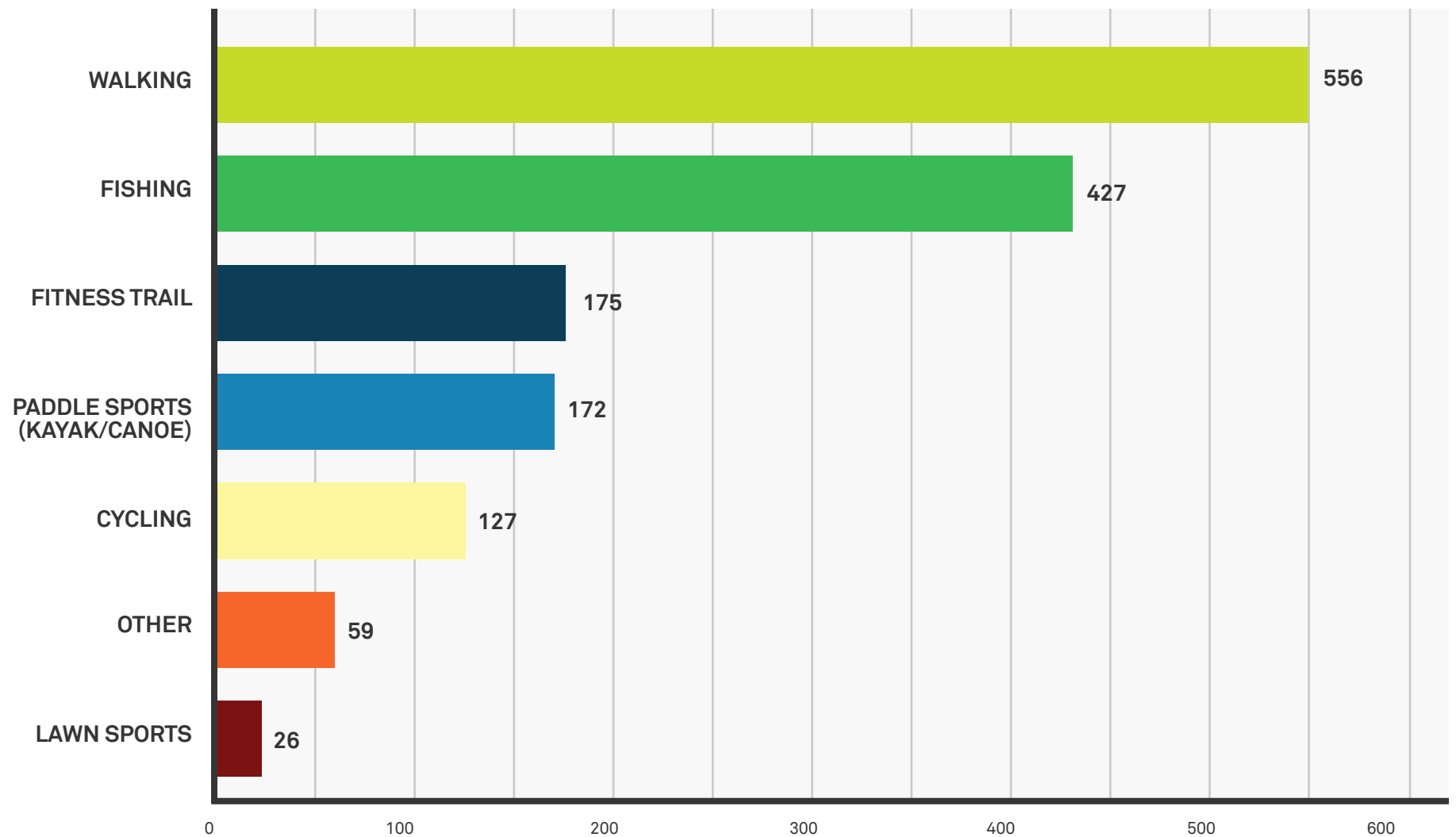


Figure 3.8 | Survey results - What activities have you done in Marsh Park?

Responses: 746

SENTIMENT

Most survey responses indicated support for:

- Activities that may require rental of equipment, such as fishing and water crafts such as canoes and kayaks.
- Activities relying on trails and paths, such as walking, cycling, bird watching, and hiking.
- Activities that are community-oriented, such as live music, playground, outdoor learning, and dining.



3.2.3 Which additional infrastructure elements would you most like to see? (ranked from first to fourth priority)

When ranking potential infrastructure improvements, most users selected ‘water and sewer’ (bathrooms) as their first priority. The options most selected second/third were ‘trail access’ and ‘signage/wayfinding’.

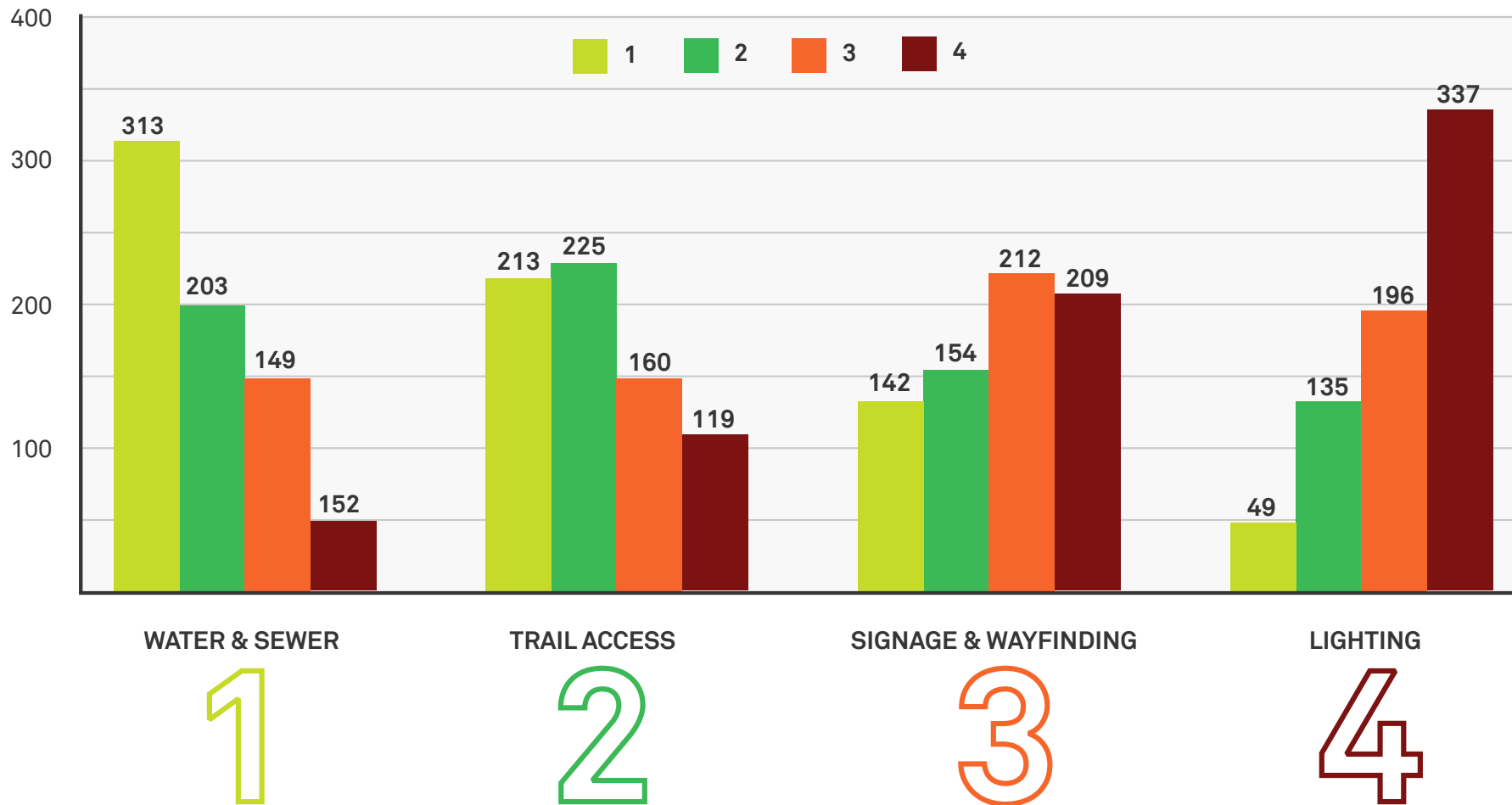


Figure 3.9 | Survey results - Which additional infrastructure elements would you most like to see?

Responses: 717





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An aerial photograph of a landscape featuring a large body of water in the foreground, surrounded by dense green trees. In the background, a residential area with several houses is visible on a hillside. The sky is overcast and grey.

PART 4:

Plan Development

47

4.1

Connectivity Plan

CONNECTIVITY

- Great Miami River Trail
- Existing Park Access Point
- Proposed Park Access Point
- Existing Sidewalk
- Existing Trail
- Proposed Shared Use Path
- Proposed Shared Road

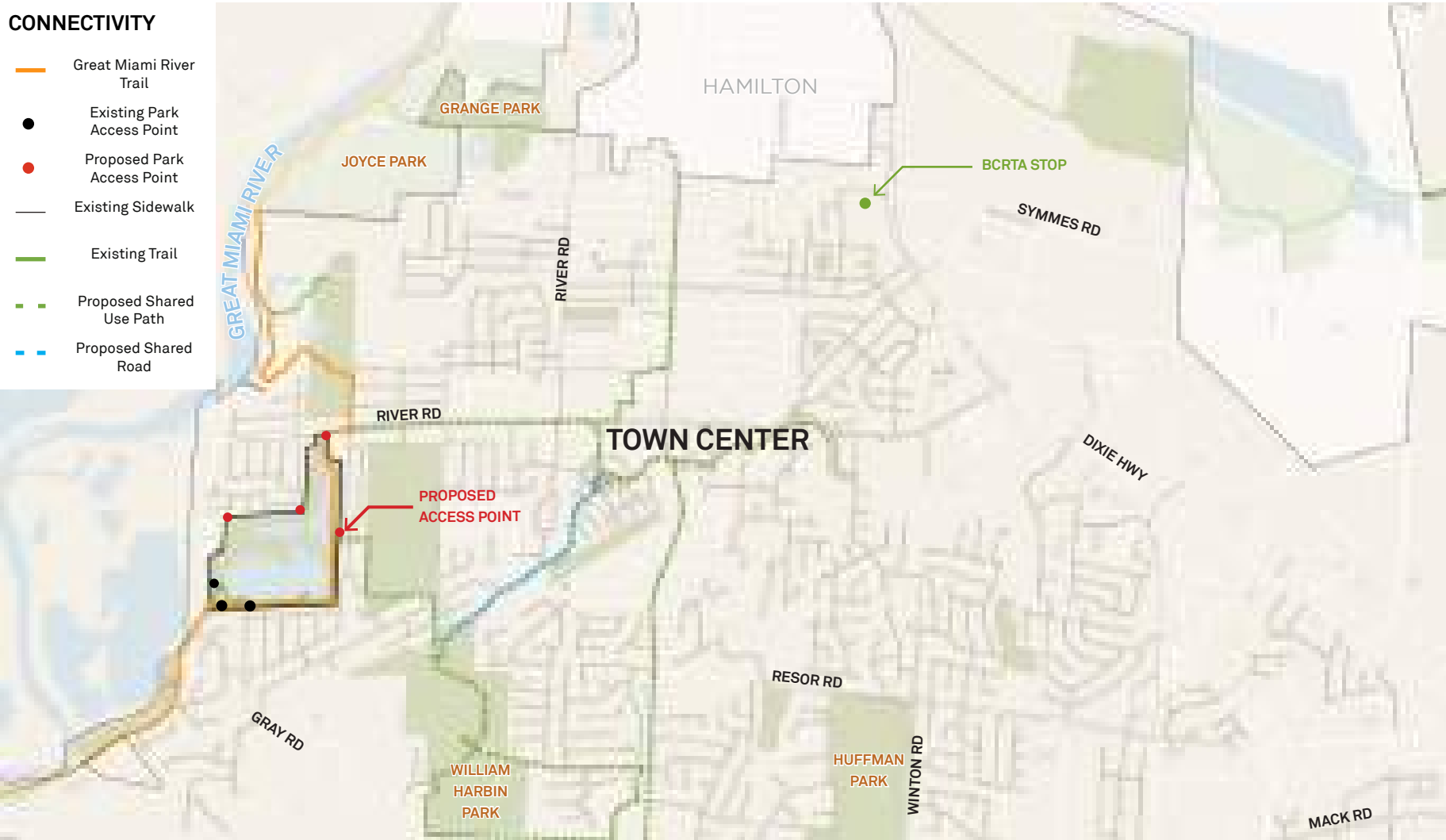


Figure 4.1 | Connectivity Plan

Image shows trails, paths, and sidewalks (existing and proposed) in the areas surrounding Marsh Park.

4.2

Existing Conditions

EXISTING CONDITIONS LEGEND

- 1 GREAT MIAMI RIVER TRAIL
(CONSTRUCTION PLANNED FOR 2027)
- 2 FLOODPLAIN (HATCHED AREA); 100-YEAR
(0.1% ANNUAL CHANCE)
- 3 EXISTING PARKING AREA (40 SPACES) AND BATHHOUSE
- EXISTING PAVED TRAIL
- GREAT MIAMI RIVER TRAIL
(2027)
- EXISTING TREE COVER
- 100-YEAR FLOODPLAIN (1% ANNUAL CHANCE)
- 500-YEAR FLOODPLAIN (0.2% ANNUAL CHANCE)



Figure 4.2 | Existing Conditions

Image shows existing trails, parking lot, bathhouse, floodplain areas (100-year and 500-year), and tree cover. Proposed alignment for the Great Miami River Trail is also shown; construction is estimated to happen in 2027.

4.3

Existing Floodplain Conditions

NATIONAL FLOOD HAZARD CONDITIONS LEGEND

-  PIN LOCATION FOR REPORT
-  BASE FLOOD ELEVATION (558')
-  CROSS SECTION WITH 1% ANNUAL CHANCE FLOOD (557.3')
-  ZONE 'AE' SPECIAL FLOOD HAZARD AREA
-  0.2% ANNUAL CHANCE FLOOD HAZARD

SPECIAL FLOOD HAZARD AREAS

As shown on the previous page, Marsh Park is almost entirely within Special Flood Hazard Area Zone AE, which is the area within the 1 percent annual chance (100-year) floodplain of the Great Miami River as identified within the current Federal Emergency Management Association (FEMA) flood hazard mapping.

Although the Great Miami River is located 0.75 miles to the west of the park, low ground elevations within the adjacent quarry allow for water from a 1 percent annual chance flood to encompass the entire quarry site and subsequently enter the park through an approximately 500 foot long stretch of low ground along River Road at the park's existing parking lot.



Figure 4.3 | National Flood Hazard Layer FIRMette

Image retrieved from NFHL web services provided by FEMA. This map was exported on 7/17/2024 at 11:09 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. Representation of this map is not meant for regulatory purposes.

FLOODPLAIN IMPACTS ON PARK DEVELOPMENT

Once floodwaters enter the park through the low point adjacent to the existing parking area on River Road, the areas shown on the previous page will be inundated, encompassing significant areas surrounding the lake.

Review of the Ohio Administrative Code (OAC) 1501:22-1-04 Floodplain Management Criteria, the Special Purpose Flood Damage Prevention Regulations for Butler County Ohio, and FEMA's recommendations for construction activities in the floodplain have identified the most stringent of these regulations for the following key items that will impact the planned development of Marsh Park:

- All new and substantial improvements of non-residential structures within Zone AE have the lowest floor, including basement, elevated to 1.5 feet above the base flood elevation, or be designed so that below 1.5 feet above the base flood level the structure is watertight and capable of resisting the effects of buoyance during such a flood.
- Fully enclosed areas below the lowest floor area can be used for vehicular parking, building access, and storage (in an area other than a basement) may be designed to allow flooding to occur and automatically equalize the hydrostatic flood forces through a minimum of two openings located above ground. The openings shall have a total net opening area of not less than 1 square inch per square foot of enclosed area subject to flooding.
- Assure that construction of the structure within the Special Flood Hazard zone does not alter the flood-carrying capacity.
- Parking lots for newly constructed, non-residential buildings shall be elevated to or above the flood elevation (this requirement is specific to Butler County).

For potential improvements to Marsh Park, any building or structure constructed within the mapped floodplain must elevate the first floor above approximate elevation 559.50', with associated parking areas elevated to 558'.

With the lake elevation at roughly 539', any buildings proposed immediately adjacent to the water's edge will require the site to be elevated roughly 15 to 20 feet above existing grade. Required volume of fill material can be reduced if the building is located further away from the water's edge where the existing ground surface is at a higher elevation.

Compliance with existing floodplain requirements will either incur significant costs in earthwork or necessitate that any buildings be located away from the lake itself, which may reduce the visitor experience of the park.

Based on the existing floodplain mapping, areas requiring the least amount of fill are in the southwest, northwest, and northeast corners of the park, being outside the floodplain with ground elevations above 558'.



4.4

Floodplain Modifications

PROPOSED FLOODPLAIN MODIFICATIONS LEGEND

- EXISTING GRADE CONTOURS
- PROPOSED GRADE CONTOURS FOR MODIFICATION
- MODIFIED 100-YEAR FLOOD ELEVATION DELINEATION

FLOODPLAIN MODIFICATION

A potential alternative to elevating the buildings and their associated parking lots out of the floodplain is to identify a means to modify the floodplain within the park area. The southwestern corner, including the existing parking area and bait house, is positioned at the low point where floodwaters enter and exit through a single pathway across River Road, indicating that the park is most likely not in the active flood routing path.

The park becomes inundated with backwater during the 1 percent annual chance flood based on the low ground elevation within this connection across River Road.

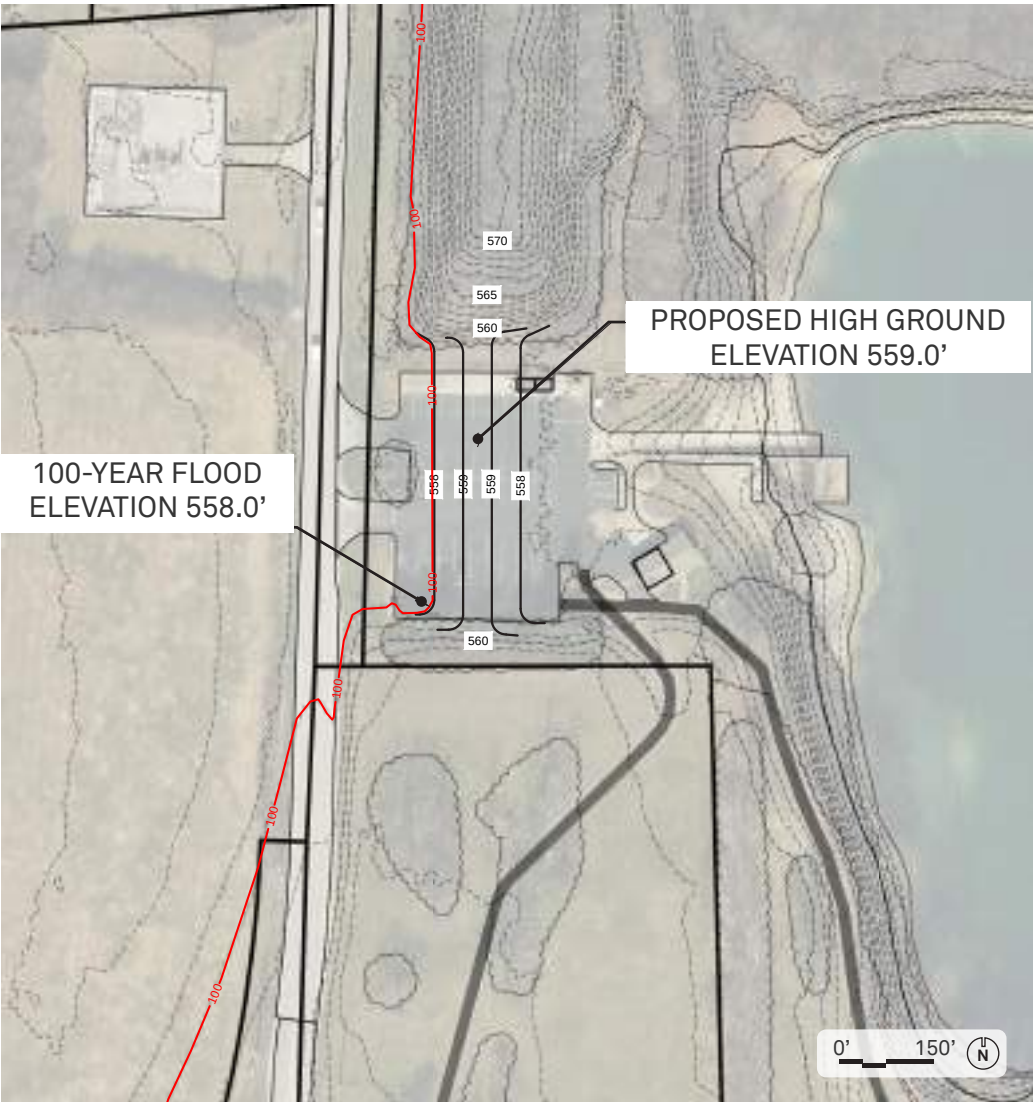


Figure 4.4 | Proposed Floodplain Reduction Plan
 Conceptual grading plan shown for reference; not for regulatory purposes or construction.

ALTERNATIVE CONSTRUCTION OPTION

One key alternative that may alleviate concerns with the floodplain regulations is to prevent floodwaters from entering the park, by construction of an elevated area extending along the east side of River Road. Available topographic information shows this could be a 1-2 foot high berm. This area would account for accessible grades within the parking area, paths, and sidewalks that cross over the berm.

By providing a section of higher ground, the park could potentially be removed from the mapped floodplain through a Conditional Letter Of Map Revision (CLOMR) and/or Letter Of Map Revision (LOMR), as issued by FEMA in coordination with the local floodplain administrator.

With removal of a floodplain designation in the park, buildings and parking lots can be constructed at elevations more representative of the existing site grading, without concern for building elevations relative to flood levels.

Obtaining a CLOMR will require confirmation of the existing topography, design of the berm, and hydraulic modeling of the Great Miami River to demonstrate that removal of the park from the floodplain will not impact flood elevations on adjacent properties. The process takes approximately 6 to 12 months to complete the modeling and approval by the floodplain administrator.

If hydraulic modeling shows that flood elevations along the Great Miami River will be negatively impacted by the removal of the park from the floodplain, then mitigating measures such as compensatory excavation within the floodplain or alternatives that only remove portions of the park from the floodplain must be evaluated and designed before the CLOMR would be approved.

The proposed berm is a floodplain modification that, if permitted, may allow for a revision of the FEMA map in the park area. The FEMA map revision process entails the design of the proposed berm, hydraulic modeling of the proposed conditions and assessment of potential impacts, CLOMR permitting, construction of the floodplain modifications, and LOMR permitting.

The CLOMR must be approved by FEMA before any building permits for proposed structures within the existing floodplain can be obtained.

ESTIMATED TIME FRAME

For planning purposes, estimated time frames for key stages in the development of Marsh Park are listed below.

- Design proposed floodplain modifications (3 months)
- Hydraulic analysis of potential impacts (2 - 3 months)
- CLOMR application and approval (6 - 9 months)
- Construction of floodplain modifications (Design dependent)
- LOMR application and approval (6 - 12 months)



4.5

Major Connections

MAJOR CONNECTIONS LEGEND

- 1A** PRIMARY VEHICULAR ENTRY
- 1B** SECONDARY VEHICULAR AND TRAIL ENTRY
- 1C** TRAIL ENTRY
- 2** PROPOSED BRIDGE FOR TRAIL CONNECTION
- 3** VEHICULAR PARKING AT TRAILHEAD
- 4** NEIGHBORHOOD CONNECTION
- GREAT MIAMI RIVER TRAIL (2027): 1.2 MILES ONE WAY
- - - FUTURE 11' WIDTH TRAIL
- OUTER LOOP: +/- 2.4 MILES
- - - CONNECTOR TRAILS

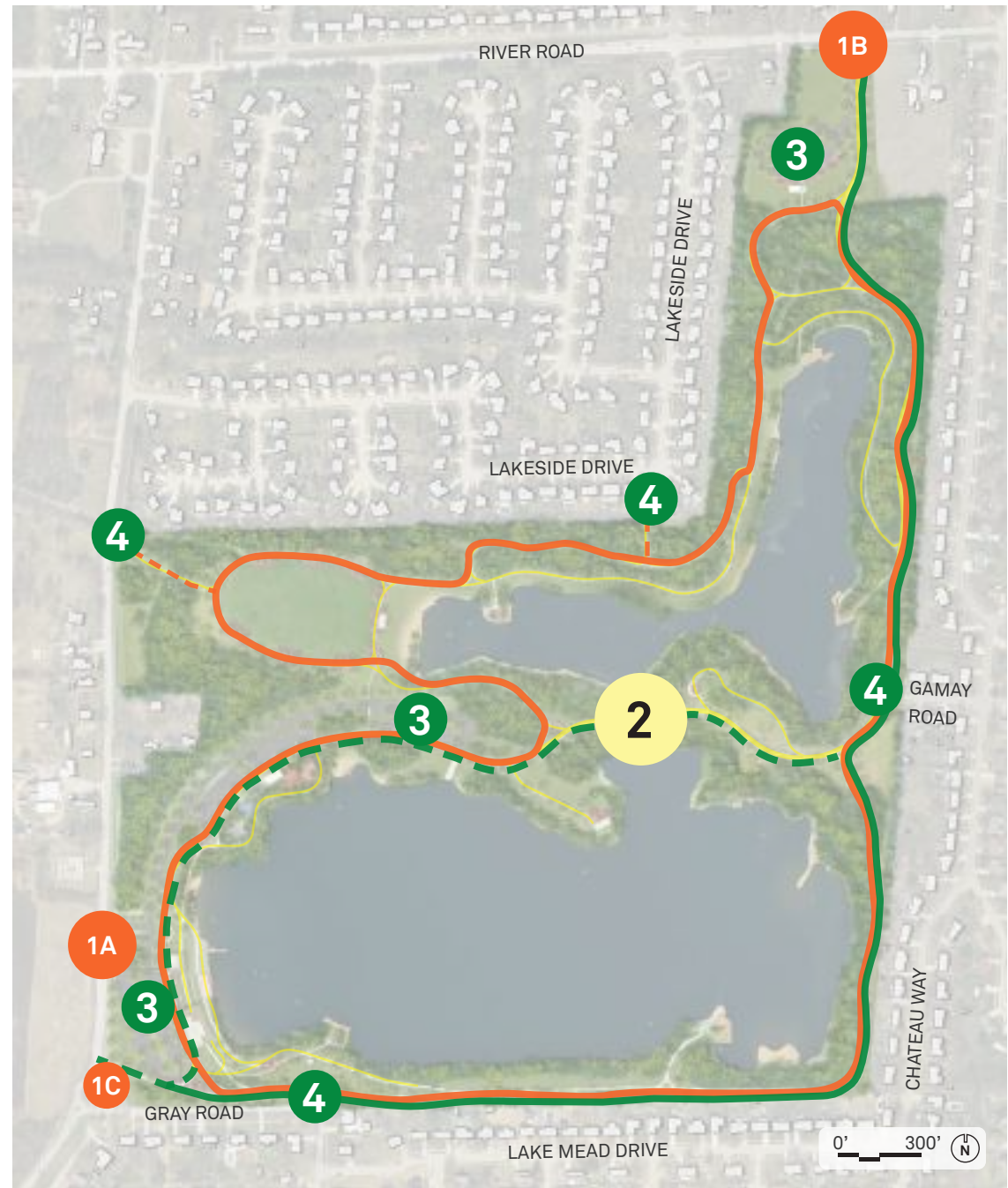


Figure 4.5 | Major Connections

Image shows major connections, including those for vehicular access, bicycle access to and from the Great Miami River Trail, and pedestrian access to adjacent neighborhoods.

4.6

Trail Types and Access

TRAIL TYPES AND ACCESS LEGEND

- 1 VEHICULAR BOAT LAUNCH - WITHIN 200' OF RESTROOM
- 2 ADA ACCESSIBLE BOAT LAUNCH AND FISHING PIER
- 3 SHORE AREA - WATERCRAFT LANDING AREA
- 4 320' BRIDGE SPAN
- 5 200' BOARDWALK SPAN
- RECREATIONAL WATERCRAFT TRAIL LOOP: +/- 2.3 MILES
- GREAT MIAMI RIVER TRAIL - 11' WIDE SHARED-USE PATH: +/- 6,600 LINEAR FEET
- LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT - 11' WIDE: +/- 5,600 LINEAR FEET
- 8' WIDE SHARED-USE PATH: +/- 3,750 LINEAR FEET
- 6' WIDE WALKING TRAIL: +/- 9,000 LINEAR FEET
- 6' WIDE GRAVEL PATH: +/- 2,400 LINEAR FEET

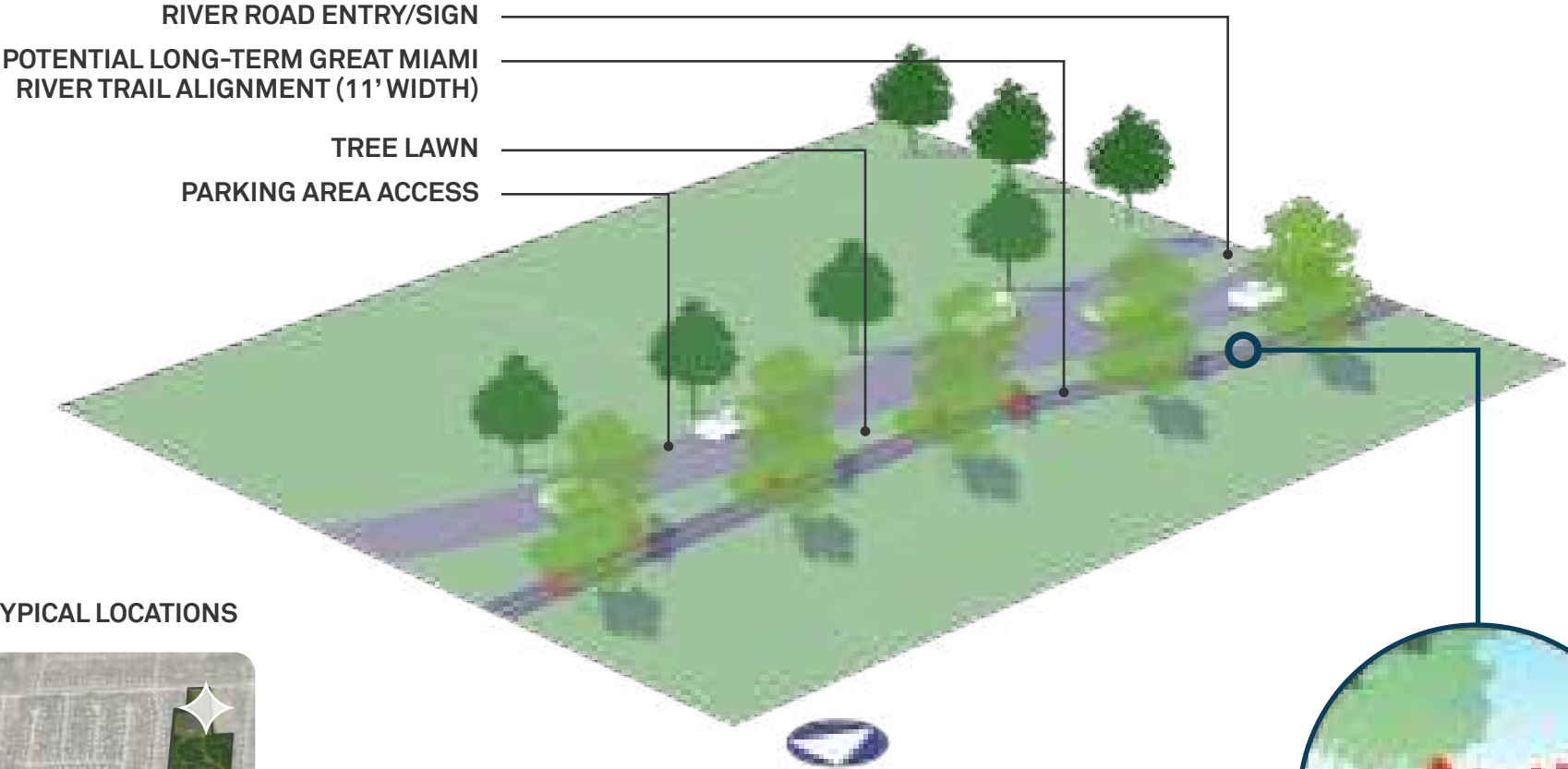


Figure 4.6 | Trail Types and Access Points

Plan shows boat launch areas, bridge, boardwalk, and multiple trail and path types.

4.4

Trail Types - North Entry and Great Miami River Trail



TYPICAL LOCATIONS



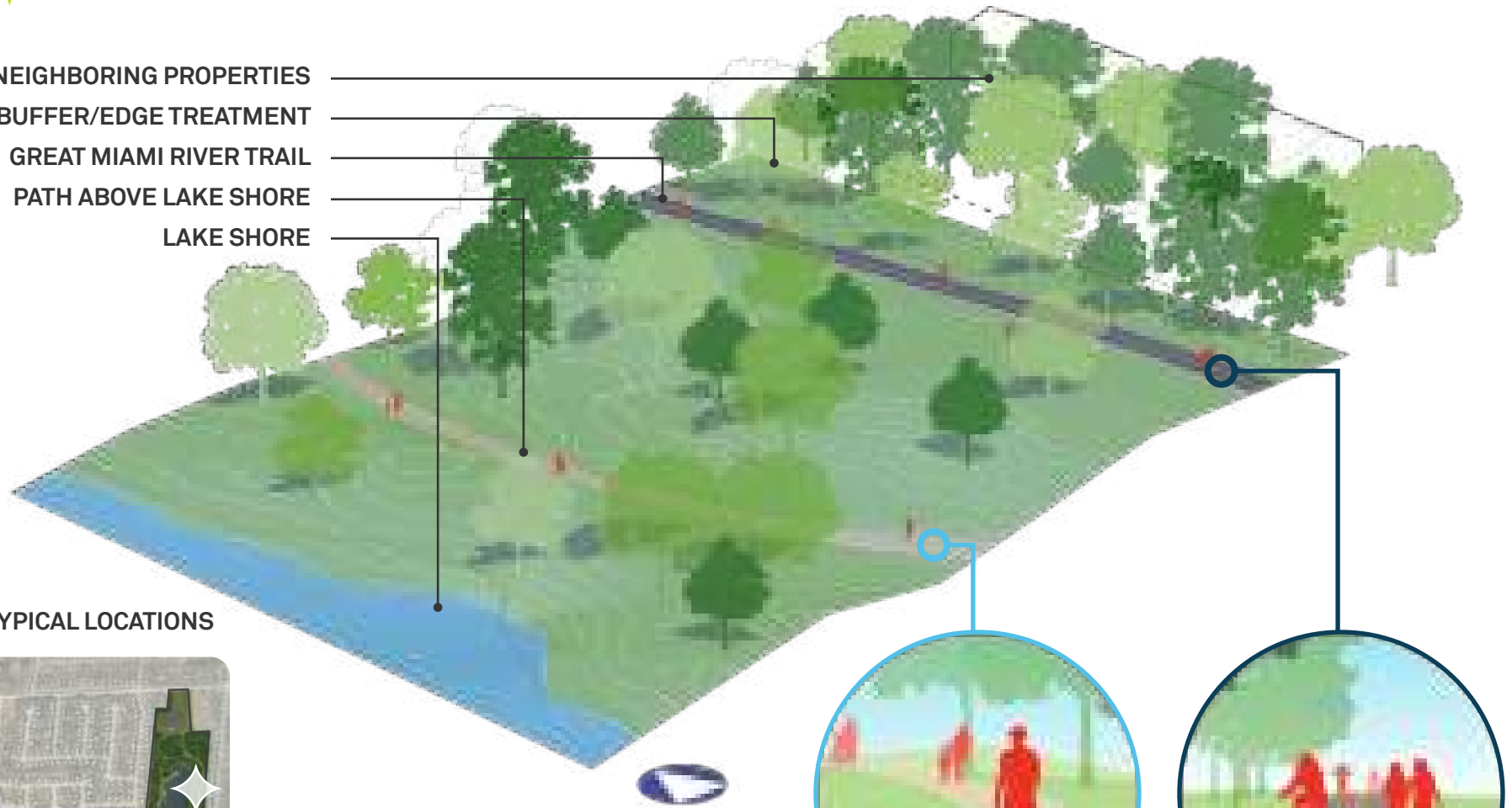
11' SHARED-USE PATH

4.4

Trail Types - East Property Line

NEIGHBORING PROPERTIES
 BUFFER/EDGE TREATMENT
 GREAT MIAMI RIVER TRAIL
 PATH ABOVE LAKE SHORE
 LAKE SHORE

TYPICAL LOCATIONS



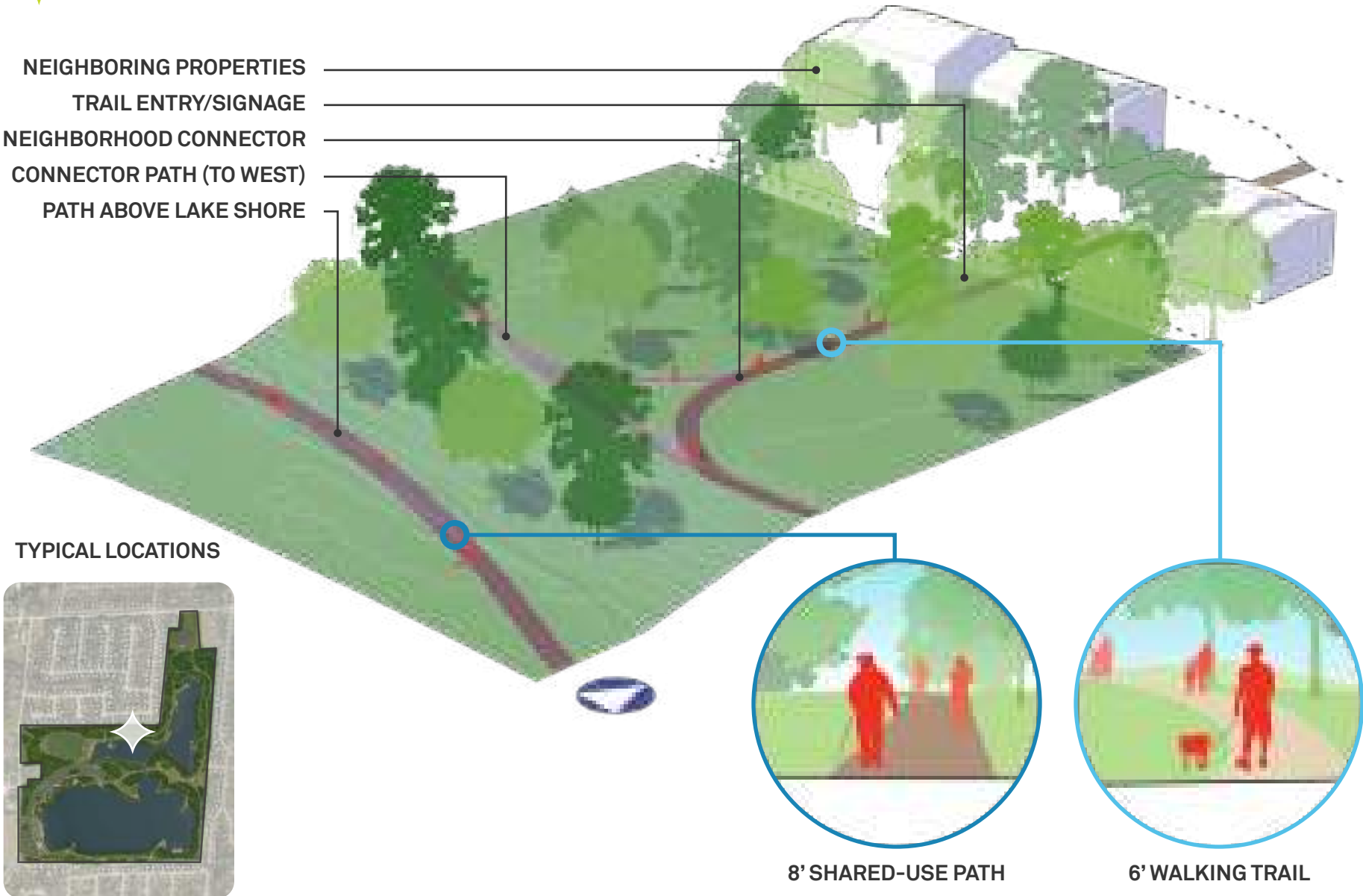
6' WALKING TRAIL



11' SHARED-USE PATH

4.4

Trail Types - Neighborhood Connection



4.4

Trail Types - Peninsula at Meadow

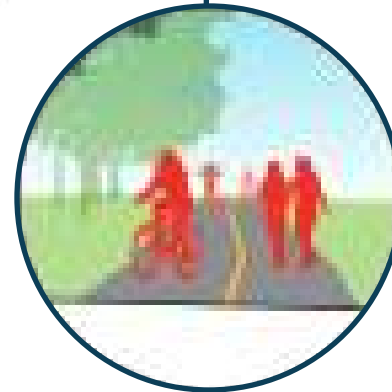
SLOPE TO LAKE SHORE

OPEN SPACE

PATH TO BRIDGE



TYPICAL LOCATIONS



11' SHARED-USE PATH



6' WALKING TRAIL

4.7

Park Amenities

AMENITIES

- 1a** PARKING (120 SPACES; 12 TRAILER SPACES)
- 1b** PARKING (120 SPACES)
- 1c** PARKING (80 SPACES)
- 2** NATURE-BASED PLAY AND RECREATION AREAS
- 3** BOAT LAUNCHES: 4 LOCATIONS (VEHICULAR, ADA, AND AT-SHORE)
- 4** FISHING BOARDWALK: TYPICAL OF 5 LOCATIONS
- 5** OVERLOOK AREA: TYPICAL OF 5 LOCATIONS
- 6a** SHELTER: ADJACENT TO PARKING
- 6b** SHELTER: WITHIN 200' OF PARKING
- 6c** SHELTER: WITHIN 600' OF PARKING
- 6d** SHELTER: ADJACENT TO PARKING
- 7a** PUBLIC RESTROOM: 6-7 STALLS TOTAL
- 7b** PUBLIC RESTROOM: 6-7 STALLS TOTAL
- 7c** PRIVATE RESTROOM
-  300'/500' DISTANCE FROM PUBLIC RESTROOMS



Figure 4.7 | Park Amenities

Image shows conceptual amenities, infrastructure, and structure throughout the park.

4.8

Southwest Area

AMENITIES

- 1a** PARKING (120 SPACES; 12 TRAILER SPACES)
- 1b** PARKING (120 SPACES)
- 2** NATURE-BASED PLAY AND RECREATION AREAS
- 3** SHELTER WITH PUBLIC RESTROOM
- 4** BAITHOUSE WITH PUBLIC RESTROOM
- 5** RESTAURANT SPACE WITH PRIVATE RESTROOM
- 6** SHELTER STRUCTURE (CAPACITY FOR 15-30 PEOPLE)
- 7** OVERLOOK AREA (TYPICAL OF 2 LOCATIONS)
- 8** FISHING PIER/BOARDWALK (CAPACITY FOR 12-15 PEOPLE)
- 9a** VEHICULAR BOAT LAUNCH (WITH ACCESS TO 12 TRAILER SPACES)
- 9b** SECONDARY BOAT LAUNCH (WITHIN 150' OF PARKING AREAS)
- 10** AMPHITHEATER AREA AND EVENT SPACE
- 11** GREAT LAWN (4 ACRES)



Figure 4.8 | Southwest Area

Image shows relationship between amenities, parking, and restrooms in the southwest area of Marsh Park.

4.9

Focus Area '1' (North)





LEGEND

1	SHELTER - LOCATED 600' FROM RESTROOM
2	OVERLOOK AREA
3	GREAT LAWN (+/- 4.0 ACRES)
4	SECONDARY BOAT LAUNCH (SHORE ACCESS)
5	PARKING AREA (120 SPACES)
6	SHARED-USE PATH (8' WIDTH)
7	WALKING TRAIL (6' WIDTH)
8	GRAVEL PATH
9	TRAIL CAUTION SIGN; SPECIALTY PAVEMENT
10	TRAIL WAYFINDING SIGN
11	TRAILHEAD KIOSK SIGN AND BIKE RACKS
12	FOCUS AREA '1' (SOUTH)
13	FISHING DOCK/BOARDWALK WITH BENCHES
14	APPROXIMATE 'NO BUILD' ZONE FOR FUTURE WELL-FIELD

Figure 4.9 | Focus Area '1' (North)

Connections are provided to natural features around the lake, adjacent neighborhoods, and recreational trails. Passive amenities, shown here as shelters and boardwalks, provide relaxation for users and respite for those traveling a loop around the lake.

4.10

Focus Area '1' (South)





LEGEND	
1	SHELTER WITH RESTROOM (6-7 STALLS)
2	GREEN SPACE, OVERLOOK, AND RESERVABLE SHELTER
3	BOARDWALK WITH RAILING
4	PRIMARY BOAT LAUNCH (TRAILER RAMP)
5	SECONDARY BOAT LAUNCH (SHORE ACCESS)
6	TRAILER PARKING (12 SPACES)
7	PARKING AREA (120 SPACES)
8	NATURE-BASED PLAY/RECREATION AREA
9	LOCATION SIGN
10	TRAILHEAD KIOSK SIGN AND BIKE RACKS
11	TRAIL WAYFINDING SIGN
12	TRAIL CAUTION SIGN; SPECIALTY PAVEMENT
13	LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT
14	SHARED-USE PATH (8' WIDTH)
15	WALKING TRAIL (6' WIDTH)
16	GRAVEL TRAIL

Figure 4.10 | Focus Area '1' (South)

Physical fitness opportunities are provided in this area. A proposed boat launch allow recreational users access to the lake, while a play area is embedded in the natural setting above the lake.

4.11

Focus Area '2'





LEGEND

- | | |
|----|---|
| 1 | BAITHOUSE, RESTROOM, & EQUIPMENT RENTAL; OPERATIONS/MAINTENANCE STORAGE |
| 2 | LEASABLE FLEX SPACE (+/- 6,000 SQUARE FEET) |
| 3 | OVERLOOK DECK WITH TABLES AND SEATING; ADDITIONAL PATIO SEATING BELOW; (+/- 2,000 S.F.) |
| 4 | PRIMARY VEHICULAR ENTRANCE AND GATEWAY SIGN |
| 5 | VEHICULAR DIRECTIONAL SIGNAGE |
| 6 | PARKING AREA (120 SPACES) |
| 7 | FISHING DOCK AND PROMENADE |
| 8 | AMPHITHEATER SEATING SPACE (+/- 8,000 S.F.) |
| 9 | OVERLOOK AND SEATING AREA |
| 10 | SECONDARY BOAT LAUNCH (SHORE ACCESS) |
| 11 | SECONDARY BOAT LAUNCH (ADA DOCK) |
| 12 | BIKE RACKS AND PUMP/REPAIR STATION |
| 13 | TRAIL WAYFINDING SIGN |
| 14 | TRAIL CAUTION SIGN; SPECIALTY PAVEMENT |
| 15 | GREAT MIAMI RIVER TRAIL |
| 16 | LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT |
| 17 | SHARED-USE PATH (WIDTH VARIES) |
| 18 | FISHING DOCK/BOARDWALK WITH BENCHES |
| 19 | BOARDWALK WITH RAILING |
| 20 | PARCEL HAS DEED RESTRICTIONS FOR STRUCTURES. |
| 21 | POTENTIAL OVERFLOW/FUTURE PARKING |

Figure 4.11 | Focus Area '2'

Programmed events, a convenience store (baithouse), and connections to the Great Miami River Trail are provided in this area.

4.12

Focus Area '3'





LEGEND

- | | |
|----|---|
| 1 | SHELTER |
| 2 | OVERLOOK WITH SEATING AREA |
| 3 | PEDESTRIAN BRIDGE (+/- 320' LENGTH) |
| 4 | TRAILHEAD KIOSK SIGN |
| 5 | LOCATION SIGN |
| 6 | TRAIL WAYFINDING SIGN |
| 7 | TRAIL INTERSECTION/CAUTION SIGN |
| 8 | GREAT MIAMI RIVER TRAIL |
| 9 | LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT |
| 10 | SHARED-USE PATH (8' WIDTH) |
| 11 | WALKING TRAIL (6' WIDTH) |
| 12 | EXISTING MATURE COTTONWOOD STAND |

Figure 4.12 | Focus Area '3'

Scenic views, resting areas along the Great Miami River Trail, and connections to adjacent neighborhoods are provided in this area.



LEGEND

- | | |
|----|-------------------------------------|
| 1 | SHELTER |
| 2 | PARKING AREA (79 SPACES) |
| 3 | SECONDARY VEHICULAR ENTRY WITH SIGN |
| 4 | TRAIL ENTRY |
| 5 | BIKE RACKS AND PUMP/REPAIR STATION |
| 6 | TRAILHEAD KIOSK SIGN |
| 7 | LOCATION SIGN |
| 8 | TRAIL WAYFINDING SIGN |
| 9 | GREAT MIAMI RIVER TRAIL |
| 10 | WALKING TRAIL (6' WIDTH) |

Figure 4.13 | Focus Area '4' (North)

In this area, a parking area provides access to the Great Miami River Trail, a shelter, and the trail loop circling Marsh Lake.



LEGEND

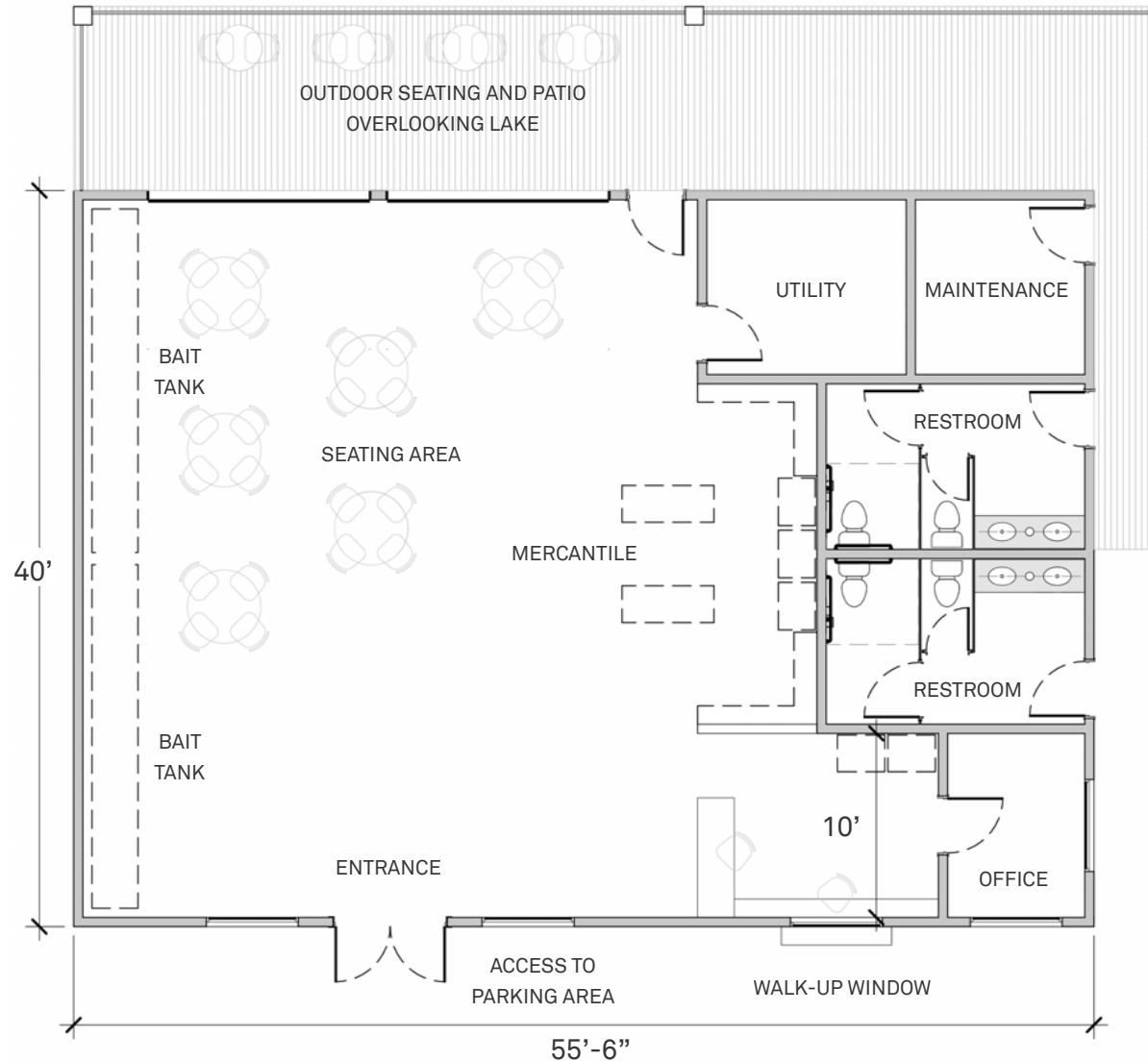
- | | |
|---|----------------------------------|
| 1 | BOARDWALK WITH BENCHES |
| 2 | SECONDARY BOAT LAUNCH (AT-SHORE) |
| 3 | TRAIL WAYFINDING SIGN |
| 4 | LOCATION SIGN |
| 5 | GREAT MIAMI RIVER TRAIL |
| 6 | SHARED-USE PATH (8' WIDTH) |
| 7 | WALKING TRAIL (6' WIDTH) |

Figure 4.14 | Focus Area '4' (South)

The north end of Marsh Lake includes a conceptual boardwalk and fishing pier, as well as several trail sections connecting to the Great Miami River Trail and a loop circling the lake.

4.15

Baithouse (Conceptual Layout)



4.15.1 Upper Level

This level of the building is open to users from the outside (exterior seating and restrooms) and inside (vendor-run convenience store, including utility room and office).

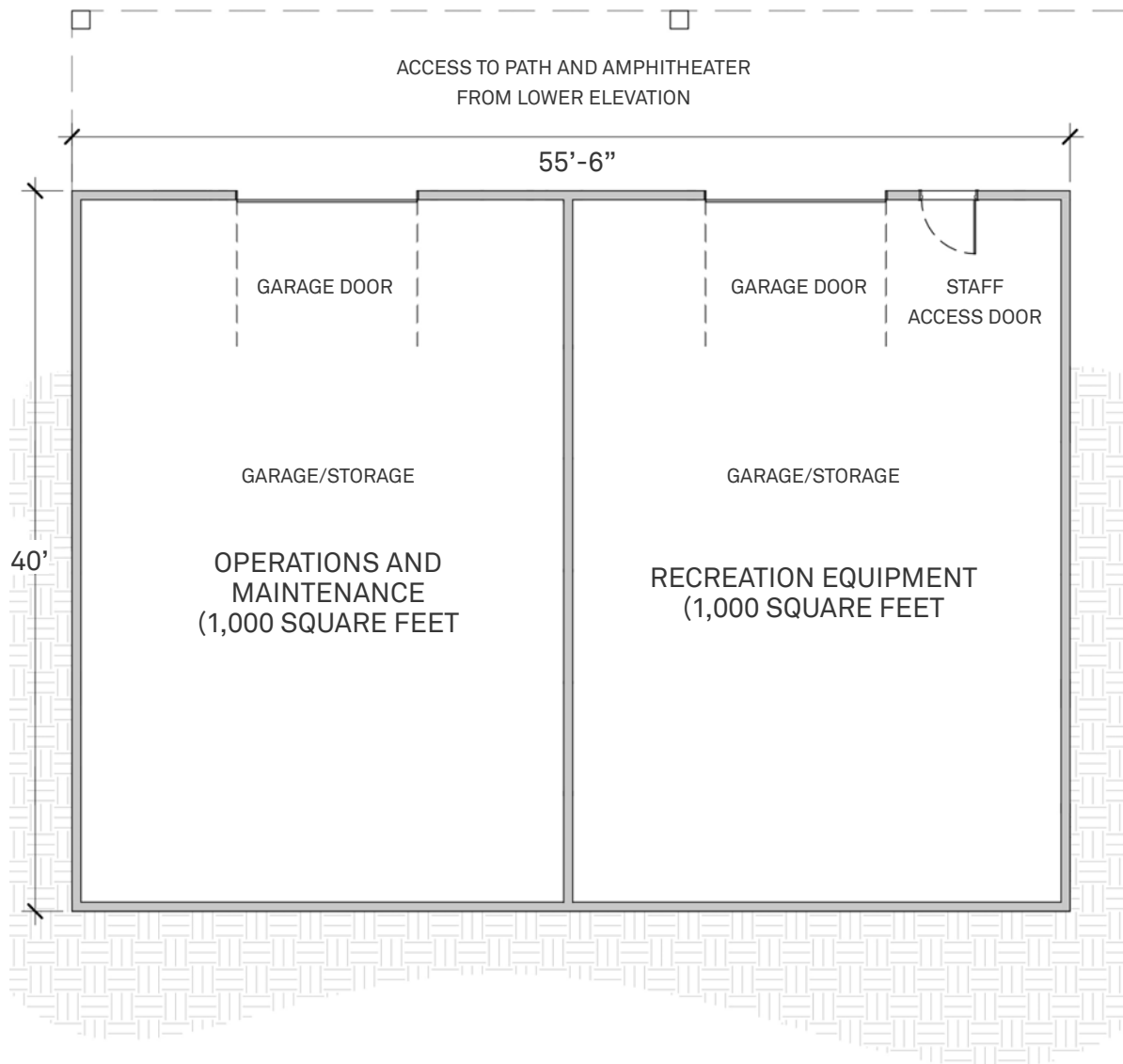
A vendor run store would include bait storage tanks, shelves and wall space for product display, and a cashier with walk-up window for recreation equipment rentals.

Additionally, an office and utility room are provided for vendor and utility coordination.

The building's exterior includes access to a maintenance closet for park staff, restrooms for park visitors, and outdoor seating on a deck overlooking the lake and adjacent amphitheater area.

Figure 4.15 | Baithouse (Upper Level)

Image shows a conceptual design with a vendor convenience store, bait storage tanks, and restrooms that are accessible from the building's exterior.



4.15.2 Lower Level

The lower level of the building is partitioned for two user groups; park staff, and recreational park users.

Part of this level would include storage for operations and maintenance needs, such as landscaping equipment, barricades, and custodial equipment.

This level also provides storage for leasable recreation equipment such as kayaks, canoes, picnic blankets and chairs. Recreation equipment storage would be managed by park staff or a vendor for use within the park.

Access to this floor is through either a staff door (to the recreation equipment storage), or garage doors (for loading and unloading both partitions).

Figure 4.16 | Baithouse (Lower Level)

Image shows a conceptual design dividing the lower level of the baithouse building for storage uses.



Figure 4.17 | Rendering of North Parking Lot and Trailhead
Parking and a shelter allow access to and rest along the Great Miami River Trail before users go down a slope towards the lake.



Figure 4.18 | Rendering of lake use and conceptual boardwalk
Boardwalks and overlooks would be located to take advantage of views across the lake.



Figure 4.19 | Rendering of overlook and bridge
Elevation differences across the site provide unique views for users.



Figure 4.20 | Rendering of shelter overlook and trail to bridge
Boardwalks and overlooks would be located to take advantage
of views across the lake.



Figure 4.21 | Rendering of Nature-Based Play Area
Recreation area with adjacent parking.



Figure 4.22 | Rendering of Nature-Based Play Area
Recreation area with view of lake.



Figure 4.23 | Rendering of Overlook
Conceptual seating area includes interpretive signage and views of the lake.



Figure 4.24 | Rendering of Boardwalk

Conceptual boardwalk includes interpretive signage and view of the lake.



Figure 4.25 | Rendering of Vehicular Entry
Conceptual entry includes branding and directional signage pointing to programmatic uses and recreation.



Figure 4.26 | Rendering of Boat Launch

An accessible kayak launch and at-shore boat launch are provided below the slope from the bathhouse and equipment rental building.





Figure 4.28 | Rendering of Patio

A patio provides views across the lake, while allowing a vendor to draw users into a corner of the site.

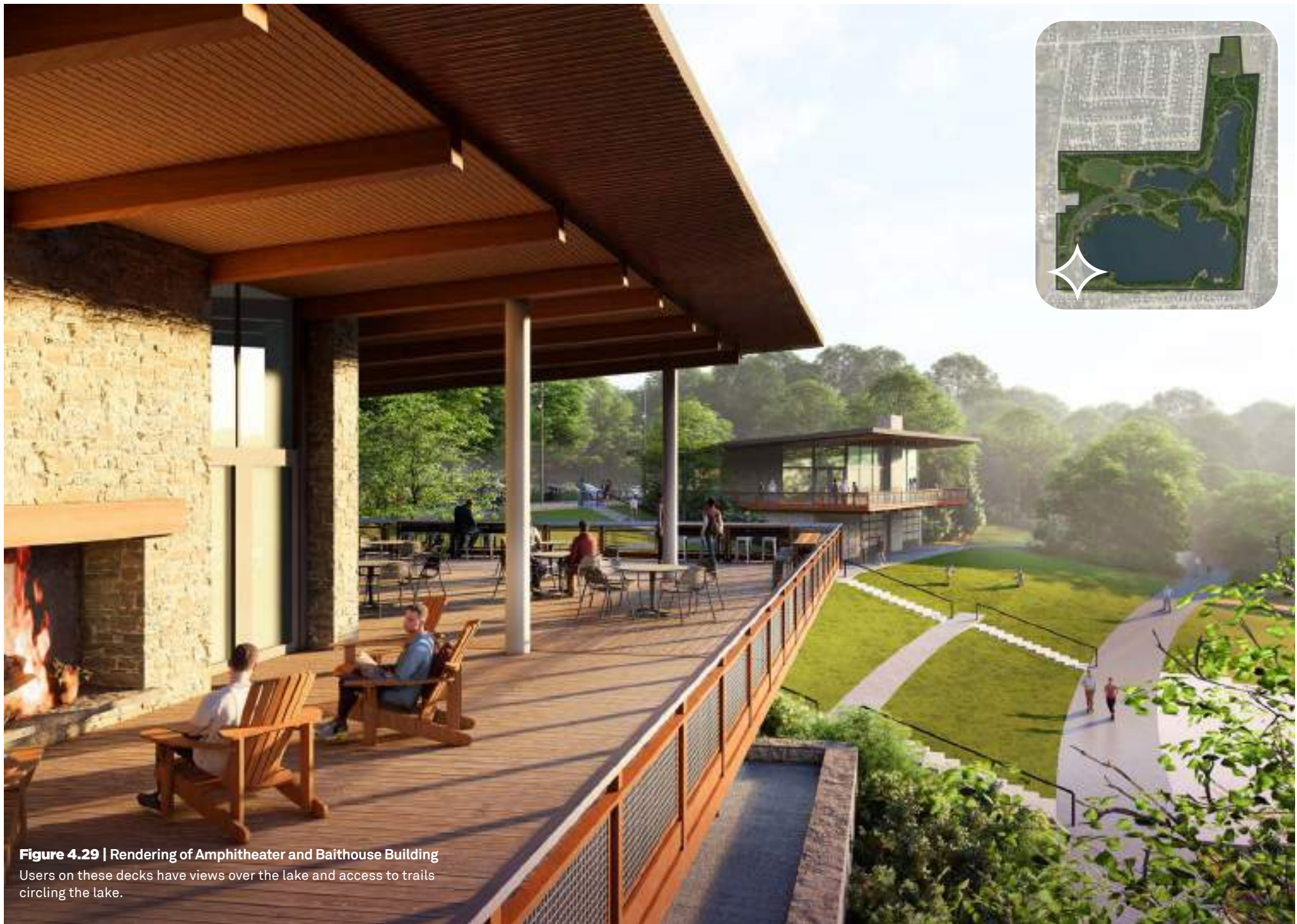


Figure 4.29 | Rendering of Amphitheater and Baithouse Building
Users on these decks have views over the lake and access to trails circling the lake.



Figure 4.30 | Rendering of Boardwalk

A conceptual boardwalk and fishing pier allows views across the lake, as well as access for fishing and recreation.



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An aerial photograph of a landscape featuring a large body of water in the foreground, surrounded by dense green trees. In the background, a residential area with several houses is visible, nestled among more trees on a hillside. The sky is overcast with grey clouds. The overall tone of the image is muted and naturalistic.

PART 5:

Action Items

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5.1

Action Items

5.1.1 Conceptual costs:

- Final procurement costs for site furnishings and equipment vary significantly and are contingent upon total product quantities, variations in shipping costs, cost fluctuations, and other market conditions. The prices presented as part of the 'Magnitude of Costs' reflect 2024 prices, and are for conceptual level budgeting purposes only.
- Project design teams for each phase are responsible for determining appropriate installation costs which are calibrated to the project procurement and construction type. The project design team should provide a total opinion of probable costs which consists of the total cost each item, including both procurement and installation.
- Elements which require site-specific elements will require approval by the City of Fairfield in coordination with existing plans and guidelines.



5.2

Priority Projects for Implementation

5.1.2 Staffing impacts:

- Successful completion of each project or phase will determine staffing needs. Final operations and maintenance demands can vary widely, and will be affected by materials chosen, methods used to maintain them, and frequency of service.
- Tasks related to this master plan would include maintenance of parking areas and drives, seasonal maintenance of turf areas and landscaping, and general maintenance of play equipment, boat docks, shelters, and overlooks.
- It is recommended that each phase or project should be assessed for capacity of the Parks and Recreation department to maintain, and appropriate measures should be taken to ensure impacts to staff workload do not create an undue burden on existing park infrastructure within the City of Fairfield.





General Paths and Trails

GENERAL PATHS AND TRAILS (NOT DEPENDENT ON OTHER PHASES)		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Great Miami River Trail (2027)	Funded through federal grant	From River Road to existing trail, including realignment.
Earthwork and grading	\$75,000 - \$100,000	5,000 cubic yards of earthwork.
Bridge	\$1,200,000 - \$1,500,000	320' span bridge.
Shared-use paths (11')	\$800,000 - \$1,000,000	5,600' length 11' width paved trail.
Shared-use paths (8')	Funding secured	3,750' length 8' width paved trail.
Boardwalk with railing	\$250,000 - \$400,000	200' length boardwalk.
Walking trails (6')	\$700,000 - \$950,000	9,000' length 6' width paved walking trail.
Gravel path (6')	\$100,000 - \$150,000	2,400' length 6' width gravel walking trail.
Wayfinding and signage	\$250,000	Monument entry sign and directional signage.
Soft costs	\$650,000	Engineering, permitting, & mobilization.
\$4,025,000 - \$5,000,000		TOTAL COST

GENERAL PATHS AND TRAILS IMPLEMENTATION PHASE

- 1** 320' SPAN BRIDGE
- 2** 200' LENGTH BOARDWALK
- GREAT MIAMI RIVER TRAIL (11' WIDTH PAVED TRAIL)
- 11' WIDE PAVED TRAIL: +/- 5,600 LINEAR FEET
- 8' WIDE SHARED-USE PATH: +/- 3,750 LINEAR FEET
- 6' WIDE WALKING TRAIL: +/- 9,000 LINEAR FEET
- ⋯ 6' WIDE GRAVEL PATH: +/- 2,400 LINEAR FEET

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.



Figure 5.1 | Implementation - General Paths and Trails Implementation

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.

5.4

General Projects

GENERAL PROJECTS (INDEPENDENT OF OTHER PROJECTS)		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	\$50,000 - \$75,000	5,000 cubic yards of earthwork.
Parking and drive alignment	\$650,000 - \$900,000	Access drive and parking (42,000 SF).
Amphitheater (capacity 500-600 people)	\$250,000 - \$400,000	Seat walls, retaining walls, lighting and site amenities.
Overlooks (five locations)	\$1,000,000 - \$1,500,000	Overlooks with stone walls and seating.
Monoslope shelter and associated construction (three locations)	\$750,000 - \$1,200,000	24' x 42' shelter (15-20 people).
Fishing pier/boardwalk (Five locations)	\$600,000 - \$800,000	8' width minimum; capacity 10-15 people each.
Trail adjustment/alignment	\$100,000 - \$150,000	Connection to existing trails, paths.
Wayfinding and signage	\$500,000	Entry monument sign and trail signage.
Soft costs	\$400,000	Engineering, permitting, & mobilization.

\$4,300,000 - \$5,925,000**TOTAL COST**

GENERAL PROJECTS

- 1** OVERLOOKS
- 2** SHELTER
- 3** FISHING PIER/BOARDWALK
- 4** AMPHITHEATER AND EVENT SPACE FOR 500-800 PERSON EVENT
- 5** NORTHERN PARKING LOT AND VEHICULAR ENTRY

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.

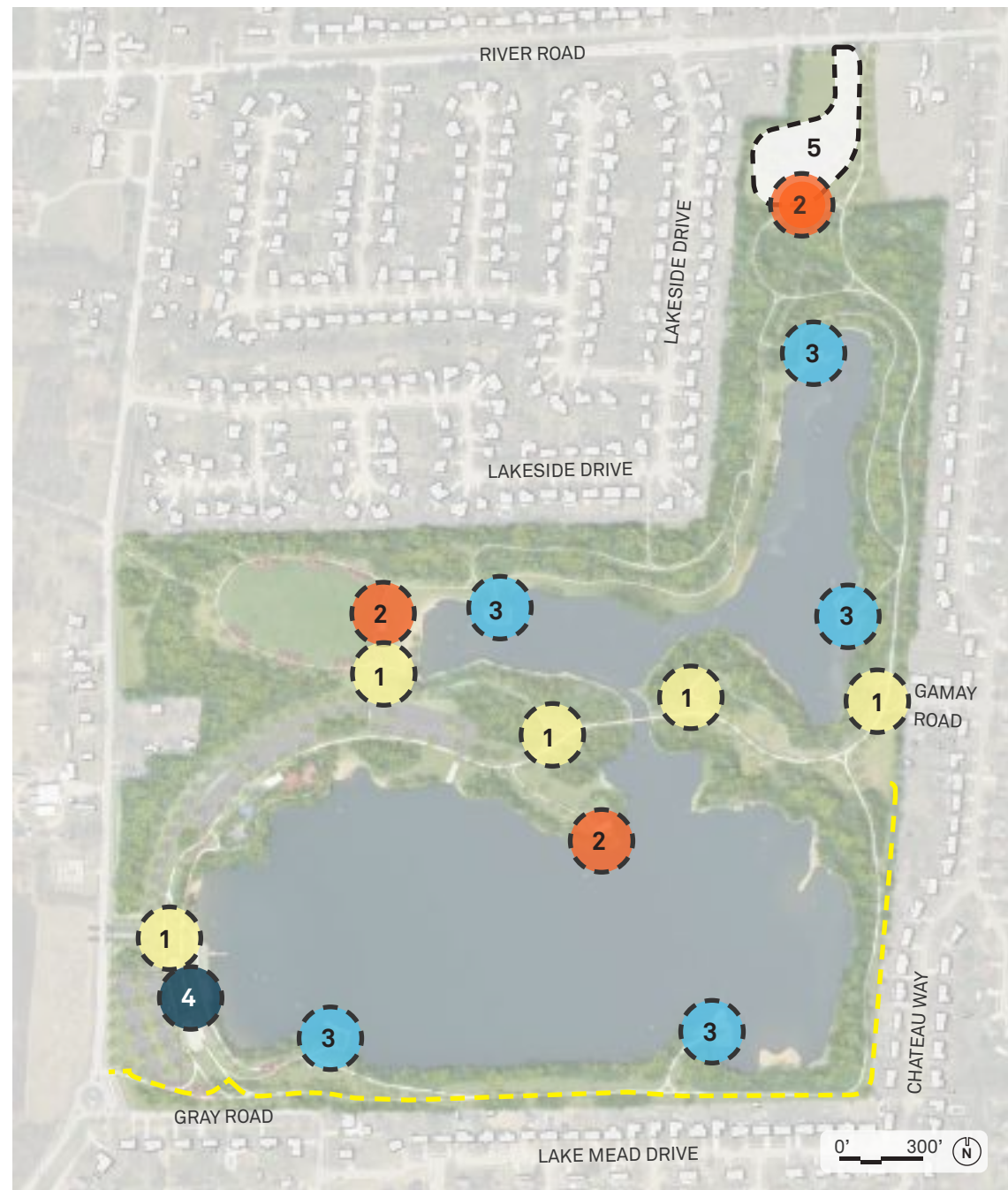


Figure 5.2 | Implementation - General Projects (Independent of Other Projects)

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.

5.5

Event Space, Leasable Flex Space, and Parking

EVENT SPACE, LEASABLE FLEX SPACE, AND PARKING		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	\$200,000 - \$300,000	20,000 cubic yards of earthwork.
Parking and drive alignment	\$750,000 - \$1,000,000	Access drive and parking (50,000 SF).
Utilities for Leasable flex space	\$400,000 - \$500,000	Water and sanitary hookups, service lines.
Leasable flex space	\$3,000,000 - \$6,000,000	Restaurant, decks, patios, and site furnishings.
Baithouse/restroom building	\$1,000,000 - \$1,500,000	2,000 SF building with restroom (6-7 stalls) and basement storage.
Wayfinding and signage	\$250,000	Directional and trail signage.
Soft costs	\$700,000	Engineering, permitting, & mobilization.
\$6,300,000 - \$10,250,000		TOTAL COST

<i>Container restaurant (Leasable Flex Space Alternative)</i>	<i>\$750,000 - \$1,000,000</i>	<i>Container restaurant/furnishings; allows for future expansion</i>
<i>Pad with utilities for vendor (Leasable Flex Space Alternative)</i>	<i>\$150,000 - \$250,000</i>	<i>6,000 SF pad; allows for future expansion.</i>

EVENT SPACE, LEASABLE FLEX SPACE AND PARKING

- 1 PARKING AREA (120 SPACES)
- 2 LEASABLE FLEX SPACE:
NUMBER OF RESTROOMS BASED ON OCCUPANCY.
- 3 BAITHOUSE WITH RESTROOMS

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.

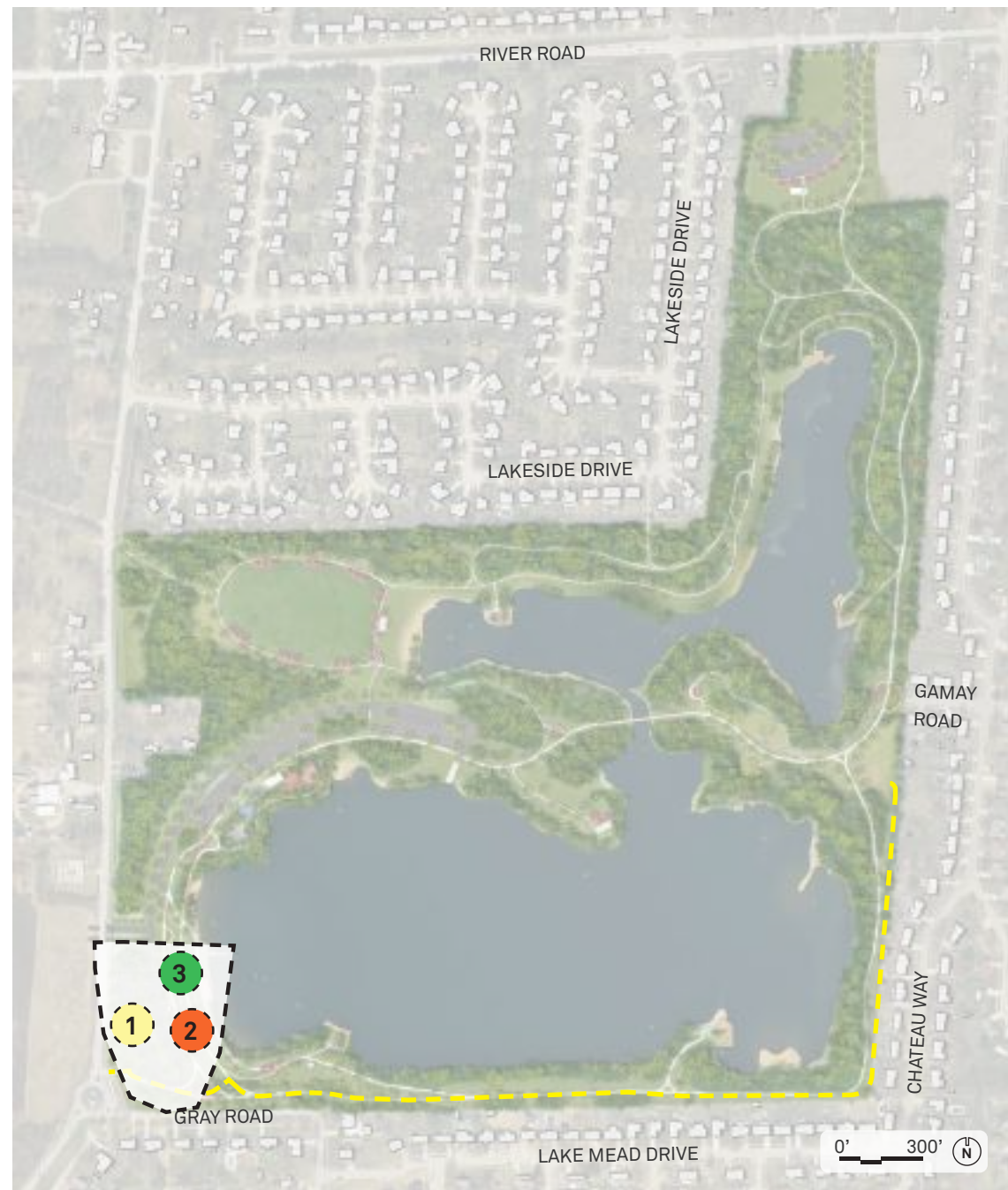


Figure 5.3 | Implementation - Event Space, Leasable Flex Space, and Parking

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.



General Projects

RECREATION AREA ACCESS AND PARKING		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and bank stabilization	\$400,000 - \$500,000	40,000 cubic yards of earthwork (average 3' depth).
Parking & drive alignment(see note, below)	\$1,000,000 - \$1,250,000	Access drive and parking (70,000 SF).
Nature-based play/recreation areas	\$1,000,000 - \$1,250,000	Two separate play/recreation areas (8,000 sf each).
Shelter/restroom building	\$500,000 - \$750,000	Restroom (6-7 stalls); shelter seats 15-20 people.
Trail adjustment/alignment	\$100,000 - \$150,000	Connection to existing trails, paths.
Wayfinding and signage	\$500,000	Monument entry sign and directional signage.
Soft costs	\$700,000	Engineering, permitting, & mobilization.
\$4,200,000 - \$5,100,000		TOTAL COST

Note: Assumes removal of existing boat launch facility to allow installation of parking and drive alignment.

RECREATION AREA ACCESS AND PARKING

- 1** PARKING AREA (90 SPACES)
- 2** NATURE-BASED PLAY AREAS
- 3** SHELTER/RESTROOM BUILDING

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.

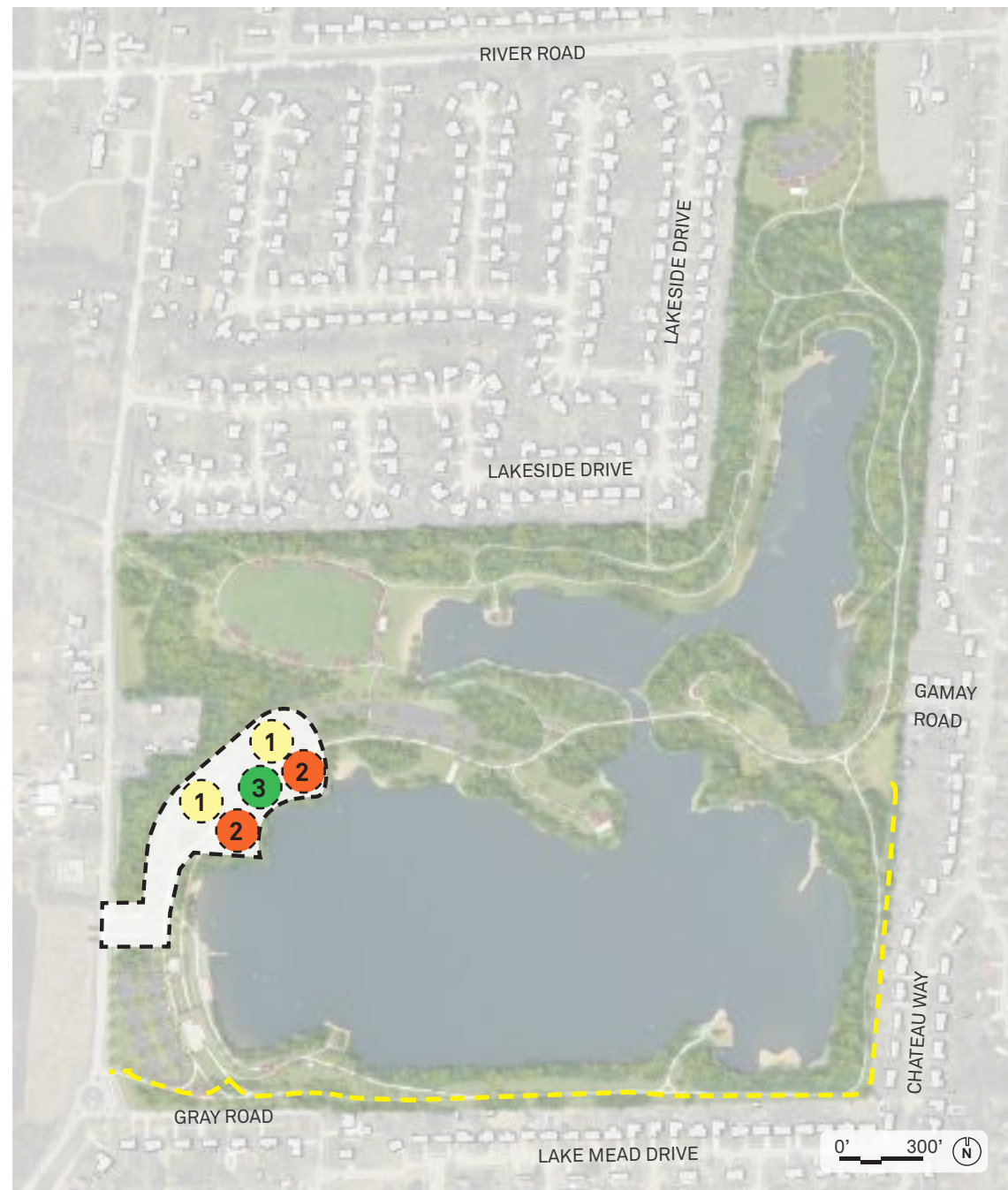


Figure 5.4 | Implementation - Recreation Area Access and Parking

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.

5.7

Boat Launch Access Parking

BOAT LAUNCH ACCESS AND PARKING		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	\$100,000 - \$150,000	10,000 cubic yards of earthwork.
Parking & drive alignment	\$600,000 - \$750,000	Access drive and parking (40,000 SF).
Great lawn	\$50,000 - \$75,000	+/-4.0 acres.
Vehicular boat launch	\$150,000 - \$250,000	Boat launch includes coffer dam, concrete installation.
Trail adjustment/alignment	\$100,000 - \$150,000	Connection to existing trails, paths.
Soft costs	\$450,000	Engineering, permitting, & mobilization.

Note: Assumes removal of existing boat launch facility to allow installation of parking and drive alignment. Assumes installation of drive as part of 'Recreation Area Access and Parking' Project.

\$1,450,000 - \$1,825,000

TOTAL COST

BOAT LAUNCH ACCESS AND PARKING

- 1 PARKING AREA (30 SPACES; 12 TRAILER SPACES)
- 2 GREAT LAWN
- 3 VEHICULAR BOAT LAUNCH

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.

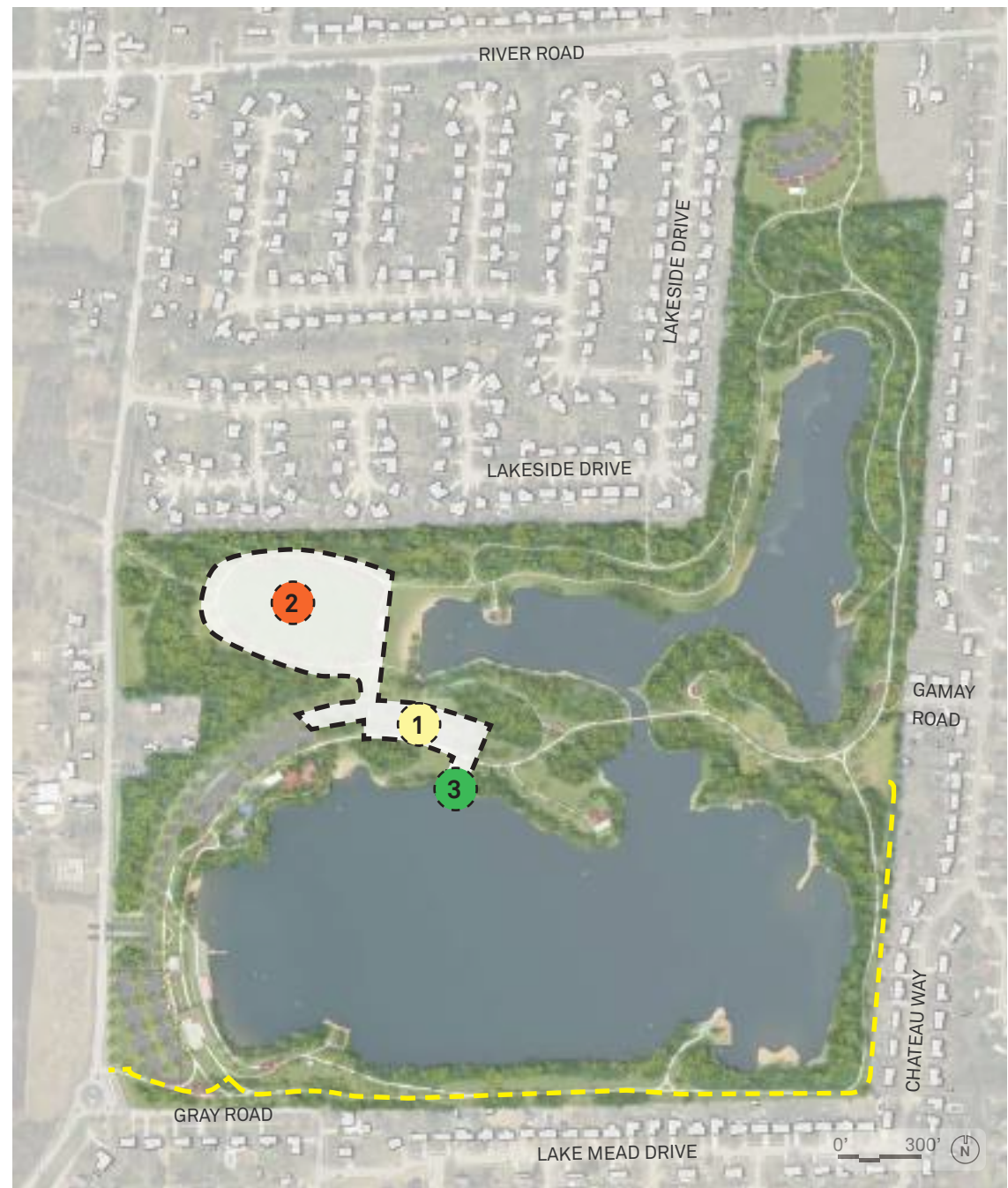


Figure 5.5 | Implementation - Boat Launch Access and Parking

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.



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An aerial photograph of a landscape featuring a large body of water in the foreground, surrounded by dense green trees. In the background, a residential area with several houses is visible on a hillside. The sky is overcast and grey.

PART 6:

Appendix

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6.1

Community Outreach Event Observations

The following images supplement information found in the community engagement chapter.

Most households participated by using a pen or marker to draw their route; while participating, users verbalized their means of transportation.

- Generally, those coming from further away used vehicles.
- Generally those coming from adjacent neighborhoods walked or drove, but expressed interest in walking.

Most users came to the site via 3 routes; as shown in the image to the right, thicker lines represent greater numbers of people. Main routes include:

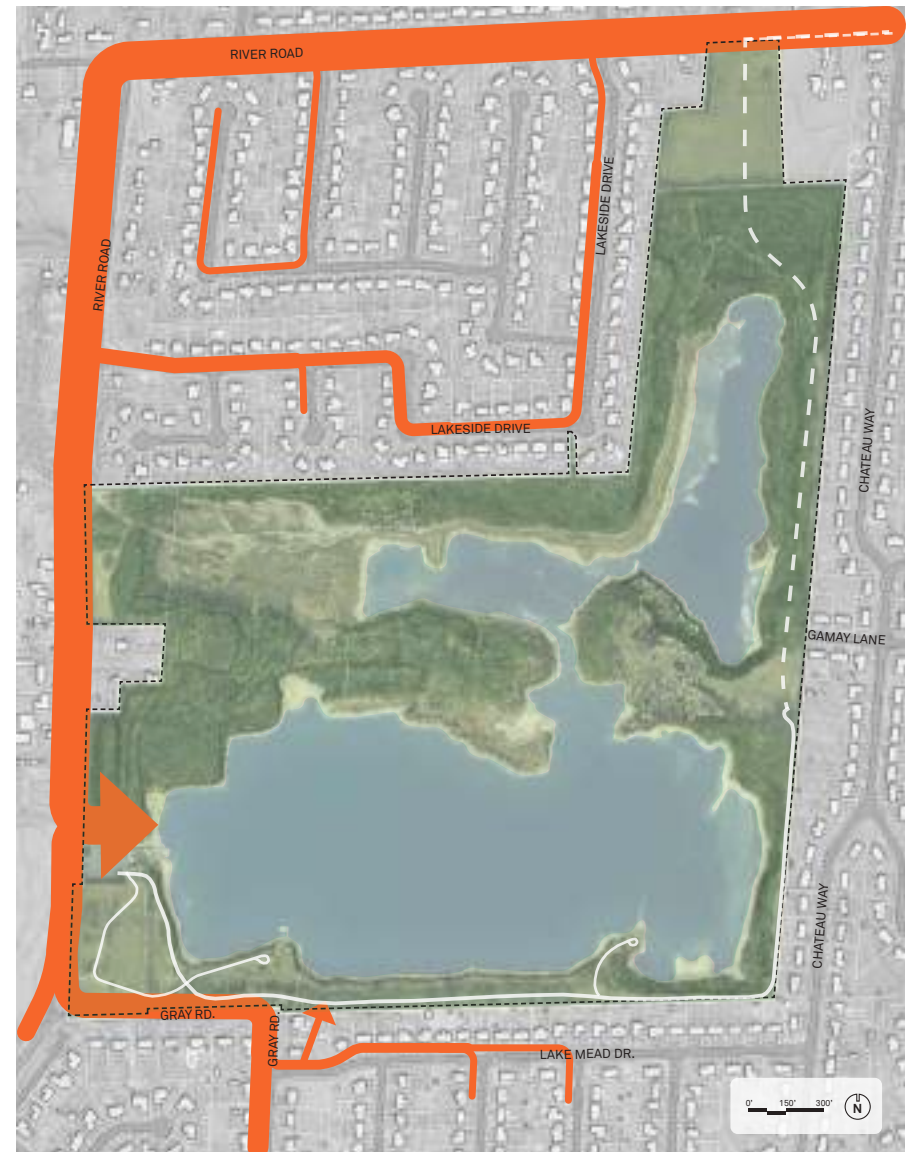
- Along River Road from the northeast.
- From the south, via Gray Road to River Road.
- From the south, via River Road.

Users not using these main routes came via neighborhood and sidewalk connections to trails within the park, and not necessarily the parking area.

MEANS OF TRANSPORTATION

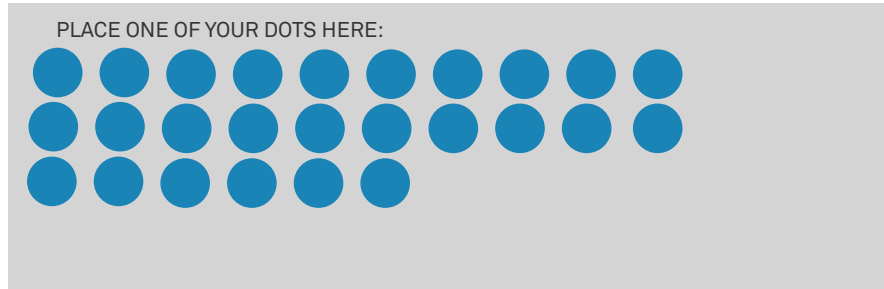
Figure 6.1 | Engagement results - What route do you take to the park?

168 total dots were placed on this board; a significant majority (68%) were blue, representing overall positive interest in seeing elements in the park. Red dots were placed by those not wanting to see particular elements.



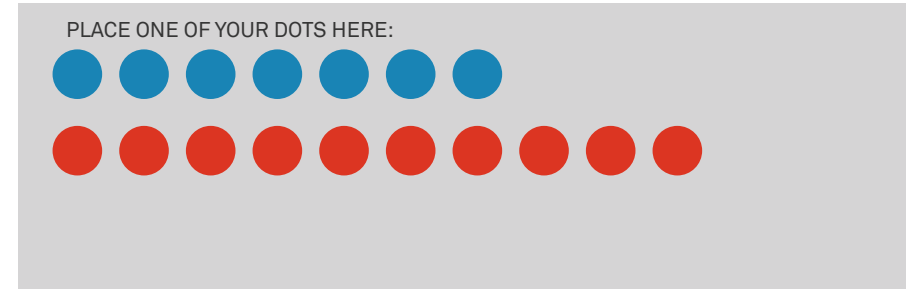
WHICH THREE ELEMENTS DO YOU **WANT** TO BE INCLUDED IN THE PARK DESIGN?

OVERLOOK/ SEATING AND BENCHES

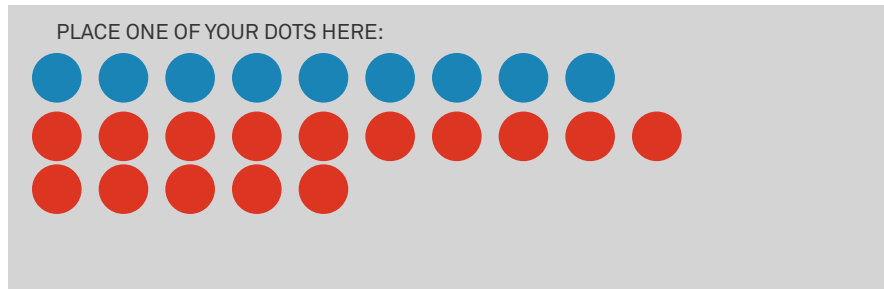


WHICH THREE ELEMENTS DO YOU **NOT** WANT INCLUDED IN THE PARK DESIGN?

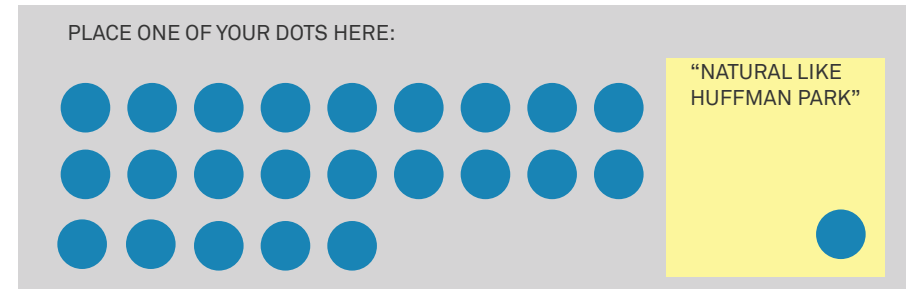
SPECIALTY FEATURES (SIGNAGE, ART)



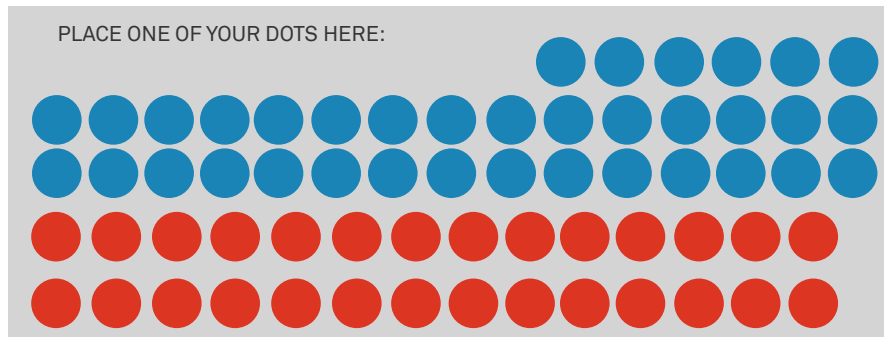
FITNESS EQUIPMENT (ROPES COURSE, ROCK CLIMBING)



NATURE-BASED PLAY STRUCTURE



CAFE/BREWERY



OTHER? (LEAVE A NOTE!)

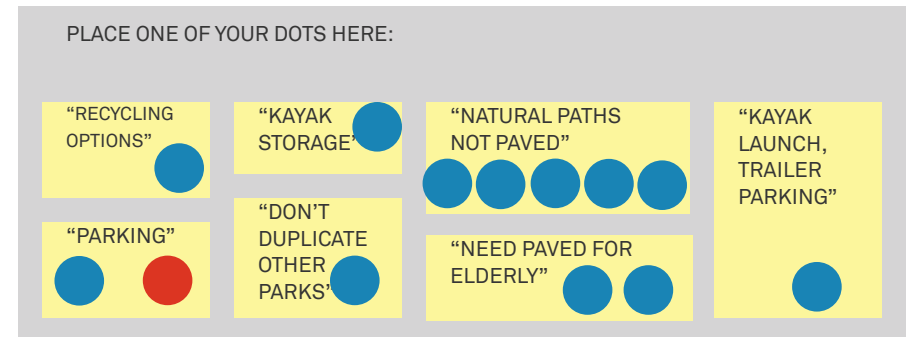


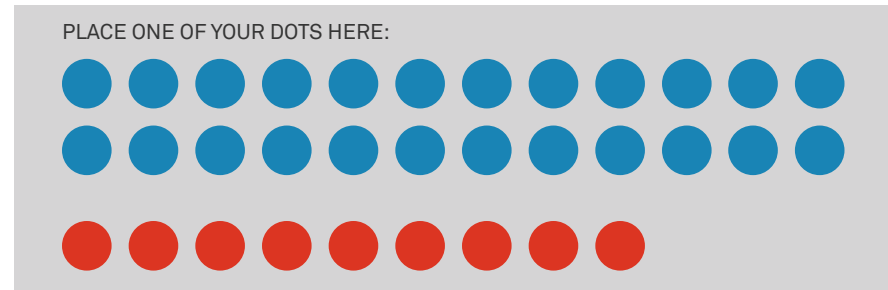
Figure 6.2 | Engagement results - What elements do you want to see in the park?

168 total dots were placed on this board; a significant majority (68%) were blue, representing overall positive interest in seeing elements in the park. Red dots were placed by those not wanting to see particular elements.

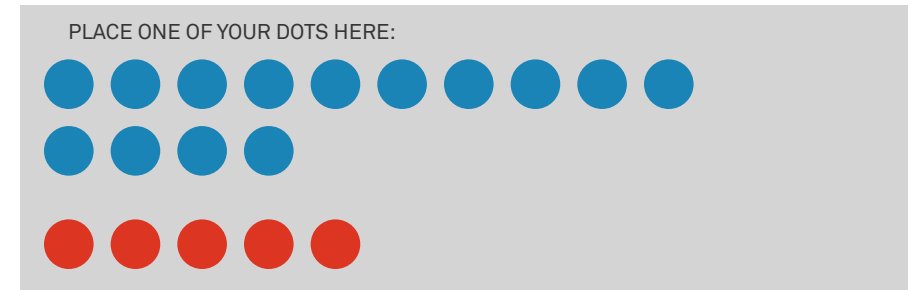
WHICH THREE EVENTS DO YOU **WANT** TO BE INCLUDED IN THE PARK DESIGN?

WHICH THREE EVENTS DO YOU **NOT** WANT INCLUDED IN THE PARK DESIGN?

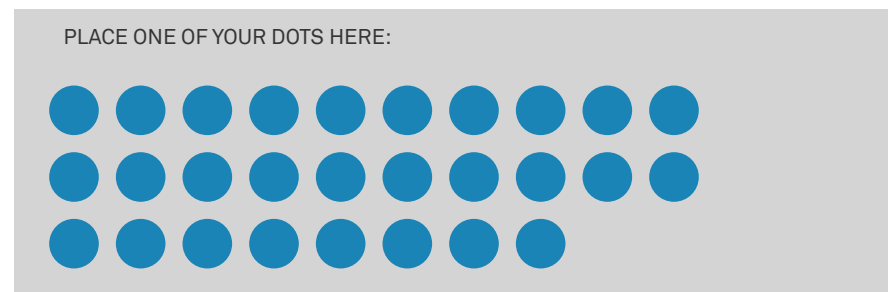
SMALL CONCERTS, PERFORMING ARTS



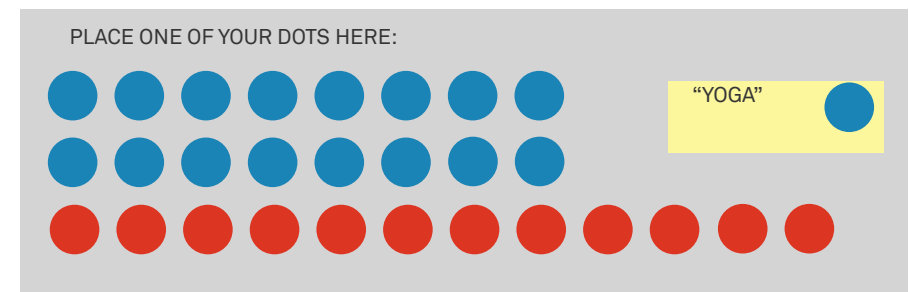
GROUP/POP-UP EVENTS (CRAFTS, FUNDRAISING)



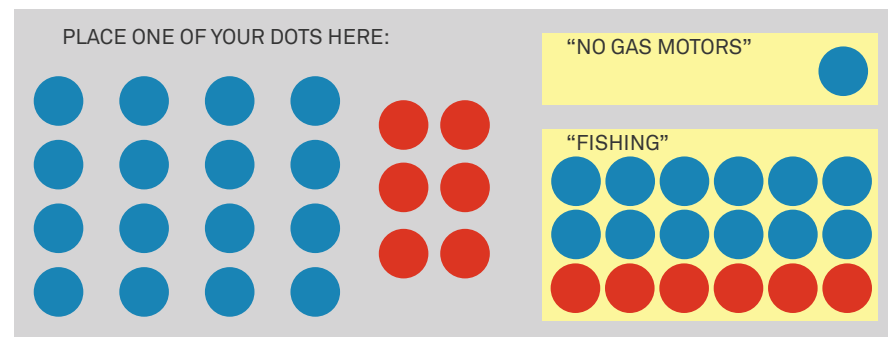
NATURE/EDUCATIONAL EVENTS



GROUP FITNESS ACTIVITIES



FESTIVALS (FOOD CULTURE, FISHING)



OTHER EVENTS? (LEAVE A NOTE!)

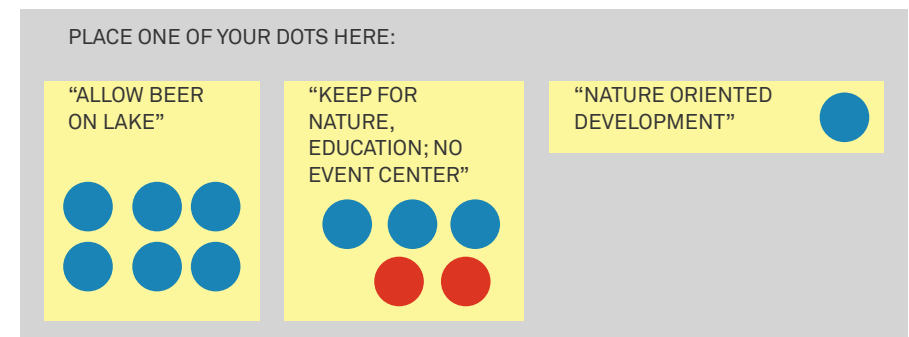
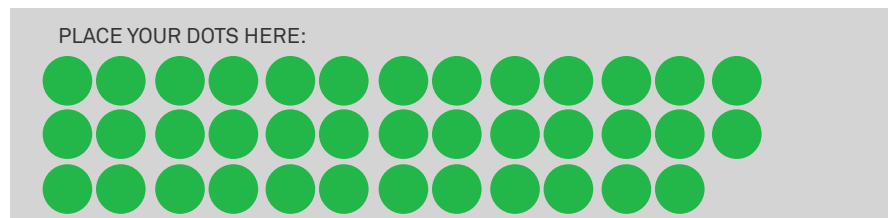


Figure 6.3 | Engagement results - Which organized events do you want to see in the park?

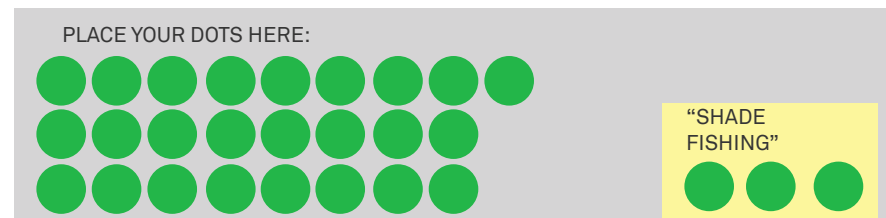
166 total dots were placed on this board; a significant majority (76%) were blue, representing positive interest in seeing particular events. Additional events (yellow) were also suggested by some attendees.

● ● ● ● ● ● EACH GREEN DOT REPRESENTS \$100,000. HOW WOULD YOU SPEND THE CONSTRUCTION BUDGET?

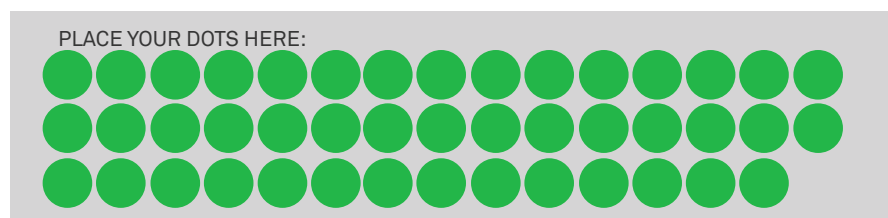
NATURE/PLAY AREAS



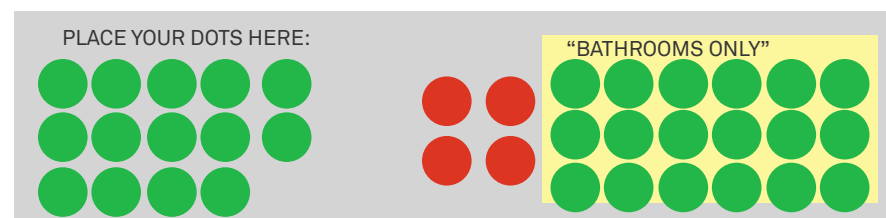
DOCKS/PIER IMPROVEMENTS



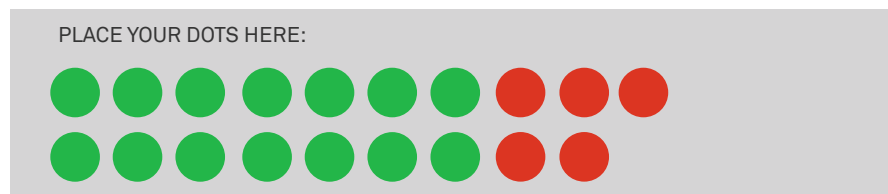
PATHS, SEATING AND OVERLOOK



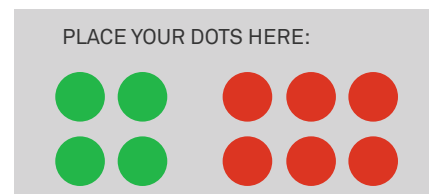
CAFES, OUTDOOR DINING, AND BATHROOMS



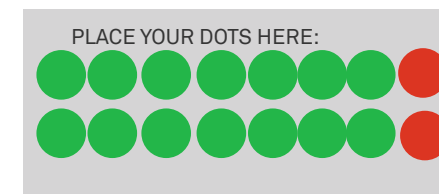
TAPROOM/BREWERY/BEER GARDEN



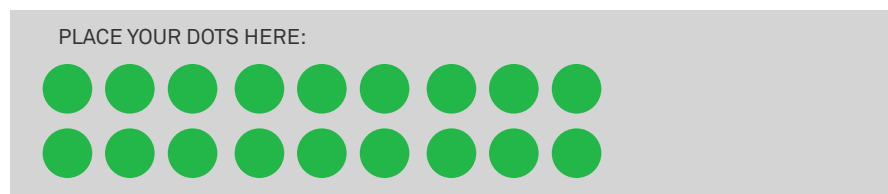
FITNESS EQUIPMENT



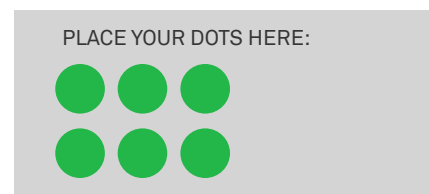
ART FEATURES



KAYAK AND CANOE LAUNCH



QUIET RETREAT



GREEN SPACE

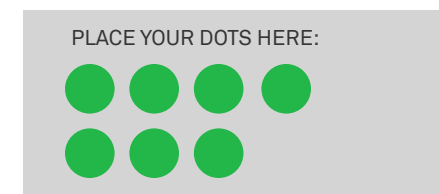


Figure 6.4 | Engagement results - What items should receive the most money?

168 total dots were placed on this board. Some red dots were added by attendees showing negative response to specific items. Suggestions added by attendees are shown in yellow.

6.1.1 Potential Park Features - Passive Use Area

3 total comments were placed on the Potential Park Features Board relating to the Passive Use Area.

Comments included environmental concerns, programming, and amenities.



Figure 6.5 | Engagement event photos

Coloring pages were provided to allow all ages to participate in the event.



Figure 6.6 | Engagement results - Potential park features - passive use area

Features shown on this board include signage, wayfinding, shared-use trails, overlooks, and boat launches/docks/piers; comments left during event shown on images.

6.1.2 Potential Park Features - Central Activity Area

5 total comments were placed on the Potential Park Features Board relating to the Central Activity Area.

Comments included environmental concerns, programming, and amenities.



Figure 6.7 | Engagement event photos

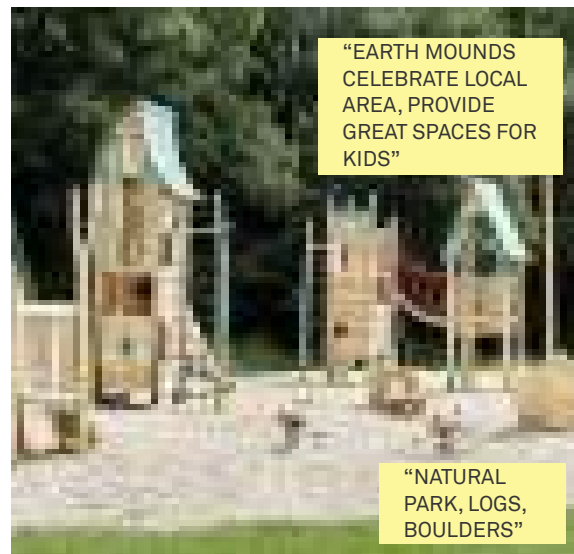
Participants visualized future park features using 3D-Printed objects on a print of the park.



“RUNOFF INTO
FISHING AND
LAKE - TOO
MUCH CEMENT”



“PRICEY -
UPKEEP AND
TESTING IS
REQUIRED”



“EARTH MOUNDS
CELEBRATE LOCAL
AREA, PROVIDE
GREAT SPACES FOR
KIDS”

“NATURAL
PARK, LOGS,
BOULDERS”



“DRINKING
FOUNTAINS
- PAIR WITH
OVERLOOK”

Figure 6.8 | Engagement results - Potential park features - central activity area

Features shown on this board include flex space (baithouse), fitness (rock climbing), nature-based play, and shelters; comments left during event shown on images.

6.1.3 What constraints do you think there are?

SENTIMENT

Most comments related to existing ecological and natural features surrounding the lake:

- ‘Add more fishing access’.
- ‘Beaver dam here’ - at narrow channel of the lake.
- ‘Steep’ - comment along the shore of the lake.
- ‘Dig out deeper’ - in shallows at northwest corner.

Some comments made specific requests about the accessibility of the lakeshore:

- ‘Add more fishing access’.
- ‘Kid-friendly shoreline’.
- ‘No trailer parking’ - on current parking lot.

Comments pertaining to specific amenities:

- ‘Need port o potty’ - along northern shore.
- ‘Overlook shelter’ - on east side of channel.

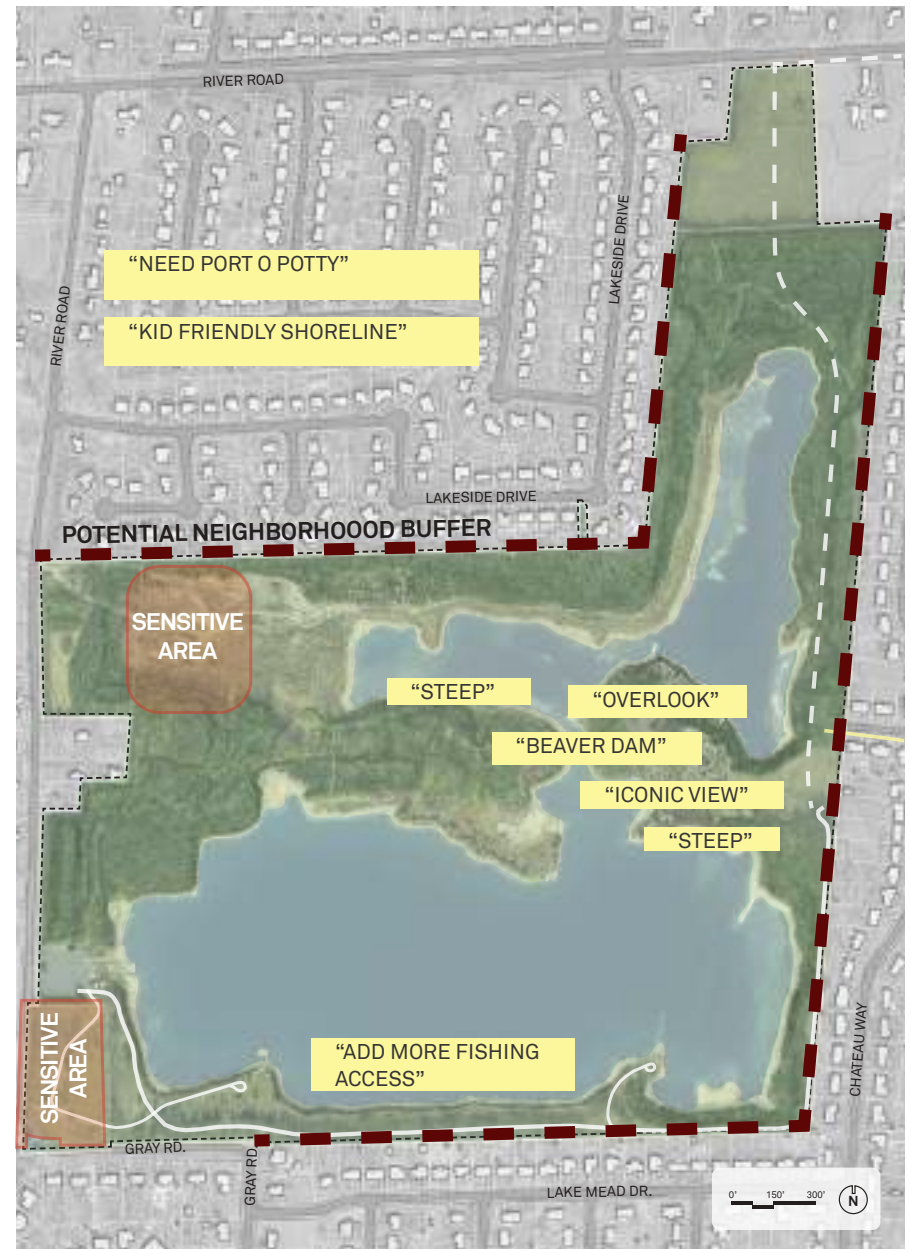


Figure 6.9 | Engagement results - What constraints do you think there are?

8 total comments were left on this board including some that were not constraints, but elements users wished to see.

6.2

Public Engagement Survey Results

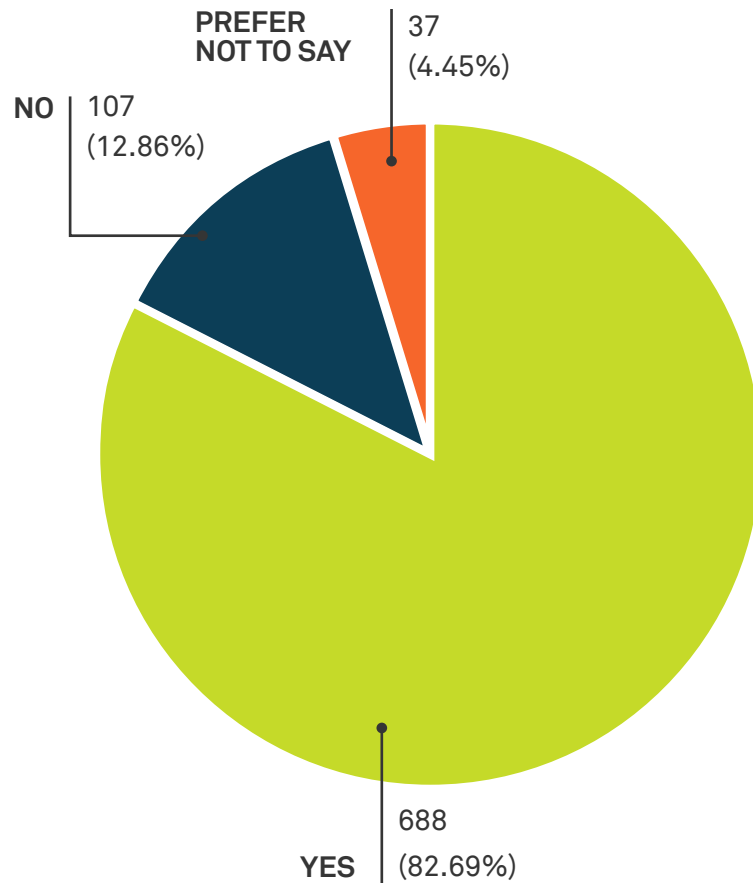


Figure 6.10 | Survey results - Do you live within the City of Fairfield?

Responses: 832

6.1.4 Do you live within the City of Fairfield?

When asked if they lived within the City of Fairfield, the majority responded 'Yes'. Users who responded 'No' or 'Prefer not to say' likely visit or have visited to use the park, or otherwise have an invested reason to take the survey, such as interest in the future use or status of the park.



6.2.1 How do you currently/how would you like to get to Marsh Park?

The question allowed users to select multiple methods of transportation. Selections may have included any combination of transportation methods. 87% of respondents currently drive to the park, compared to 73% who would like to drive to the park.

While 33% would prefer to bike, and 29% would prefer to walk, currently fewer than 20% use either mode of transportation.

These responses indicate a demand for improved access both to and within the park for biking and walking.

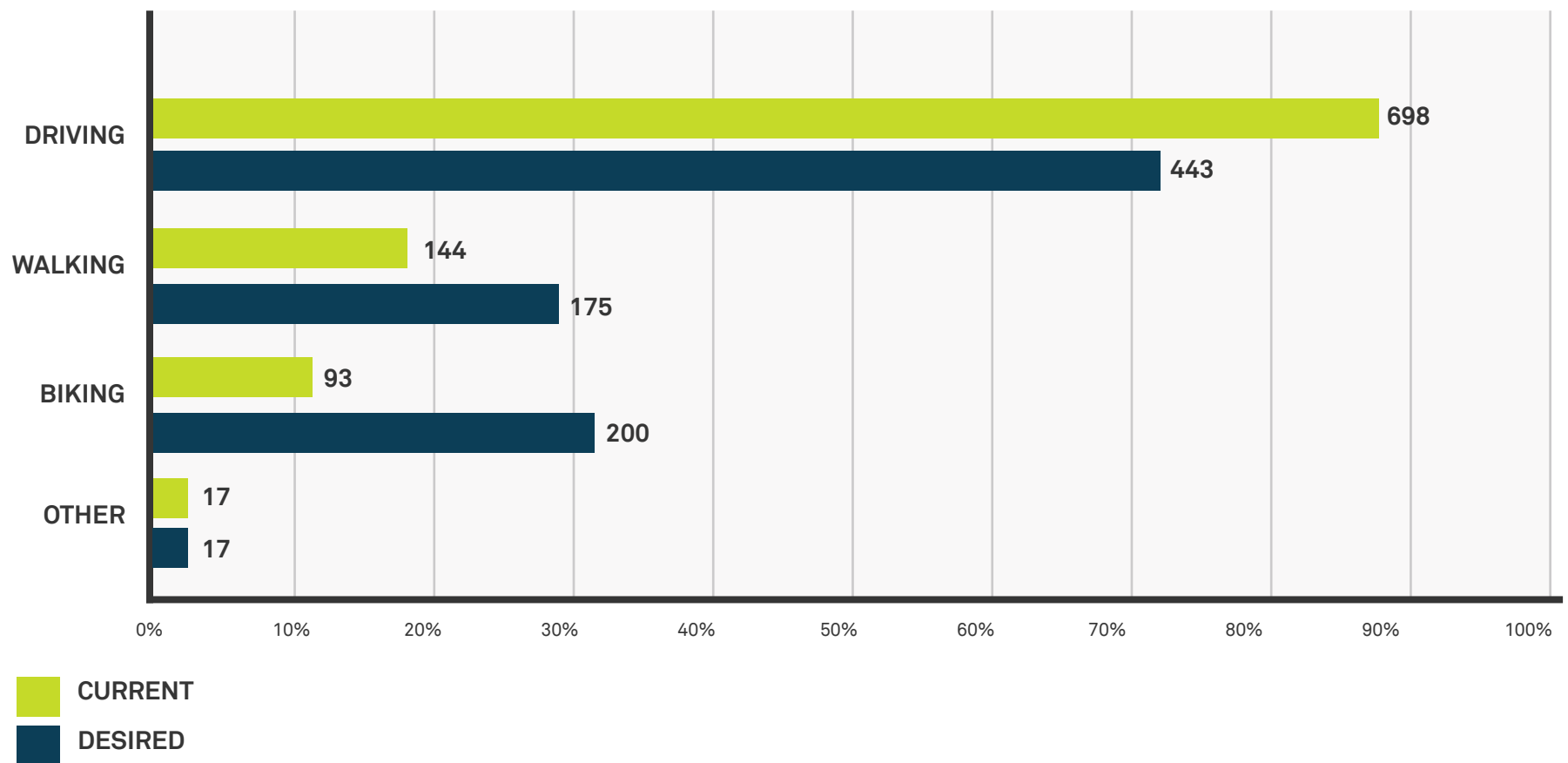


Figure 6.11 | Survey results - How do you currently/how would you like to get to Marsh Park?

While currently most visitors drive to the park, this chart shows a preference for alternative transportation. Responses: 799

6.2.2 What activities would you like to see in Marsh Park?

When asked about current participation in and desired activities within the park, most users answered with a mix of passive and structured recreational activities.

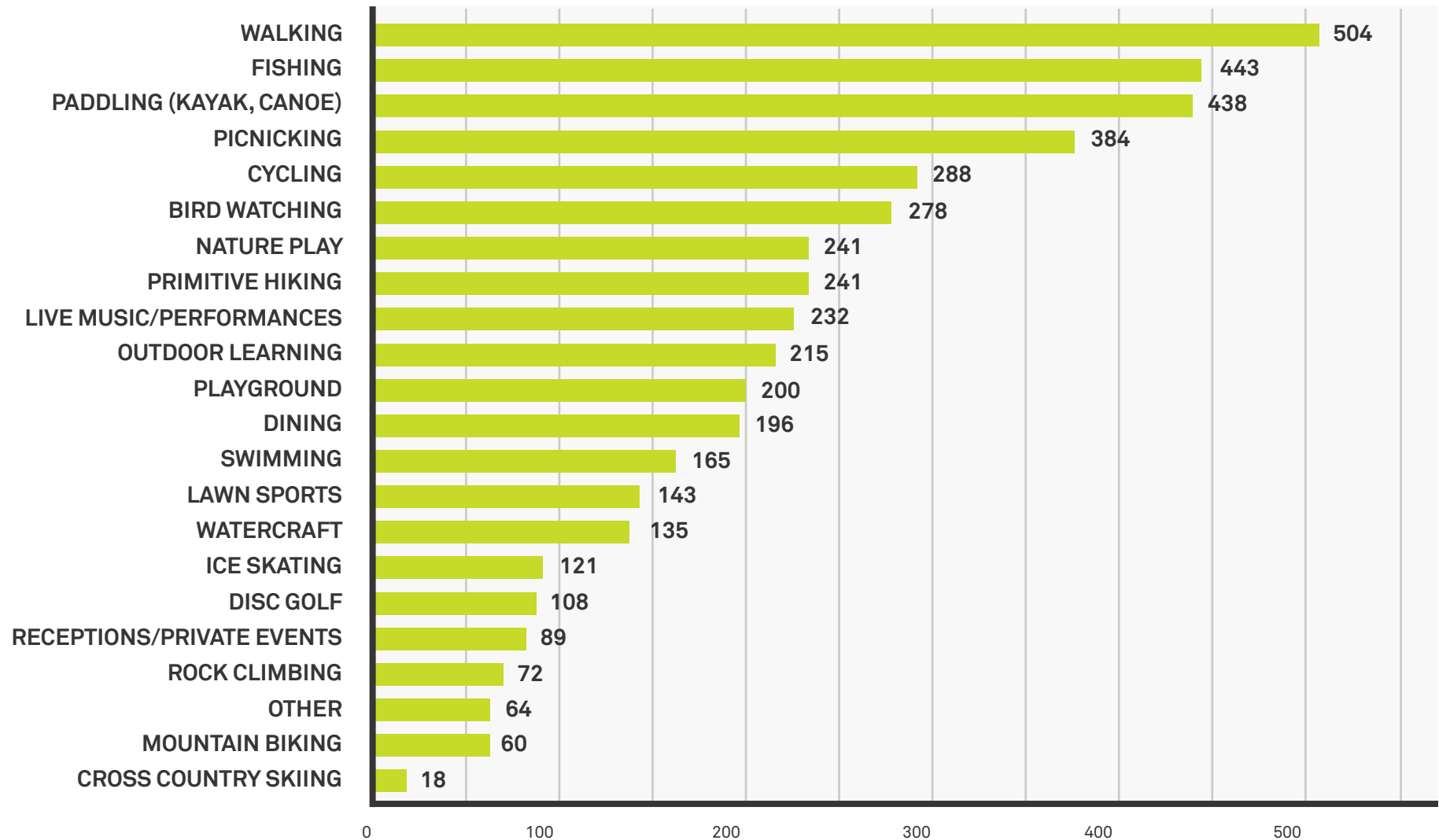
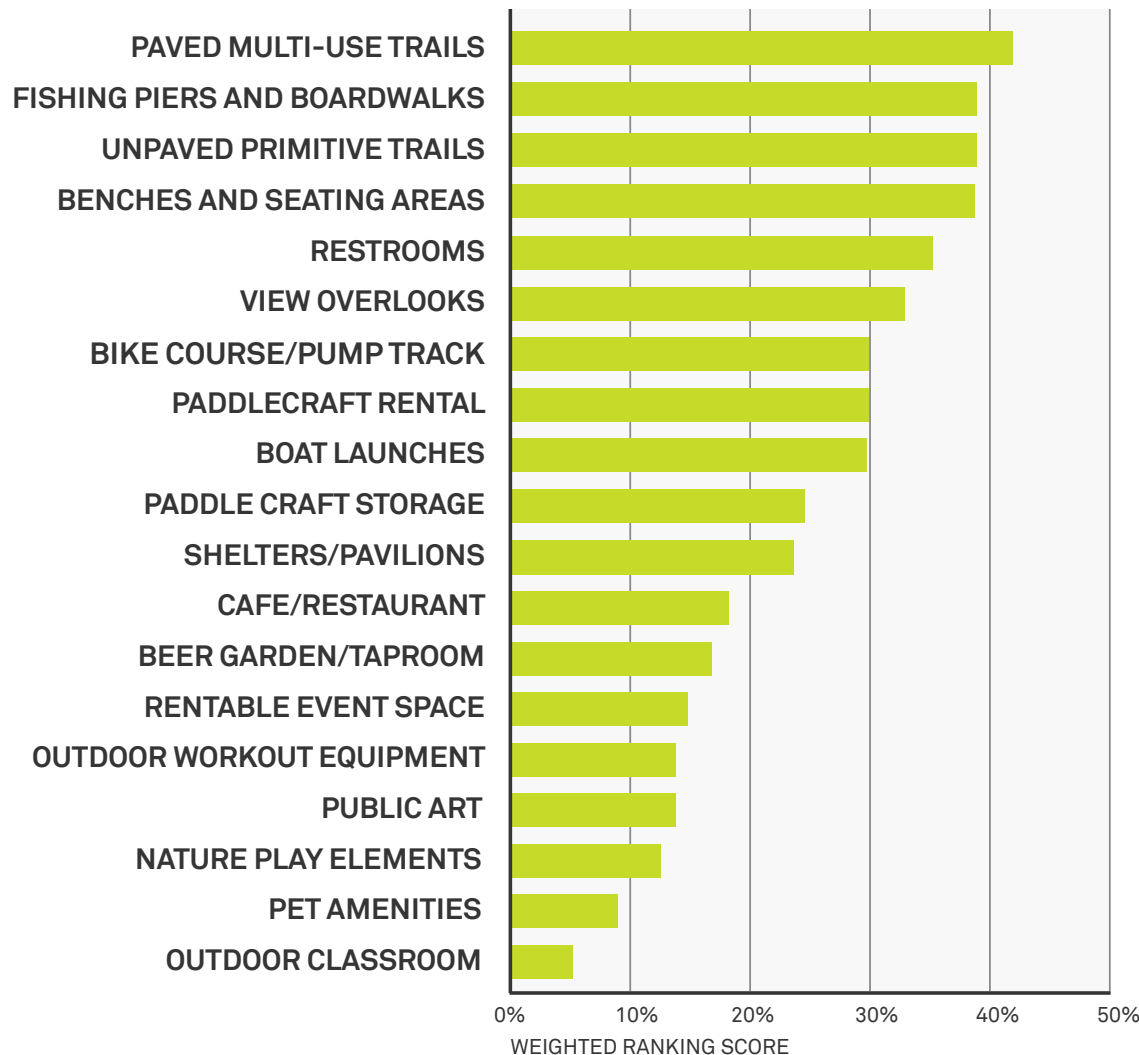


Figure 6.12 | Survey results - What activities would you like to see in Marsh Park?

Responses: 754

6.2.3 Which amenities would you most like to see in Marsh Park?



SENTIMENT

When asked which amenities they would most like to see in Marsh Park, many responses relate to passive recreation, including walking and fishing. Significant numbers of respondents listed fitness and recreation opportunities, such as cycling, water sports, and use of the fitness trail.

- Many of the selected amenities are low-impact and have a low barrier to entry for users, or can be easily supported through rental programs.
- Additional requests include restrooms, paddlecraft rental and storage, boat launches, shelters/pavilions, cafe/restaurant, beer garden/taproom, rentable event space, outdoor workout equipment, public art, and nature play elements.

Figure 6.13 | Survey results - Which amenities would you most like to see in Marsh Park?

Responses: 743

6.2.5 What is your ethnicity?

US Census data indicated about 65% of Fairfield residents identify as 'white', but a larger percentage (86%) of those who answered the question identified as 'white'.

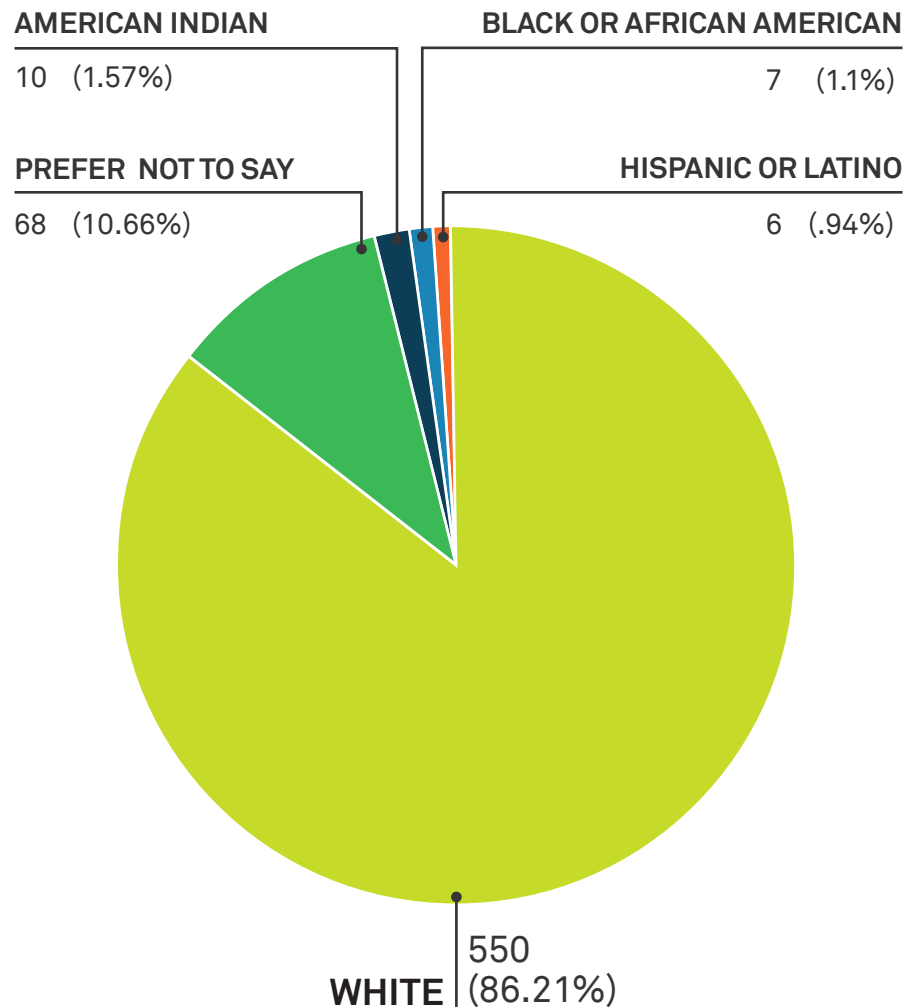


Figure 6.14 | Survey results - What is your ethnicity?

Responses: 638

6.2.4 What is your age?

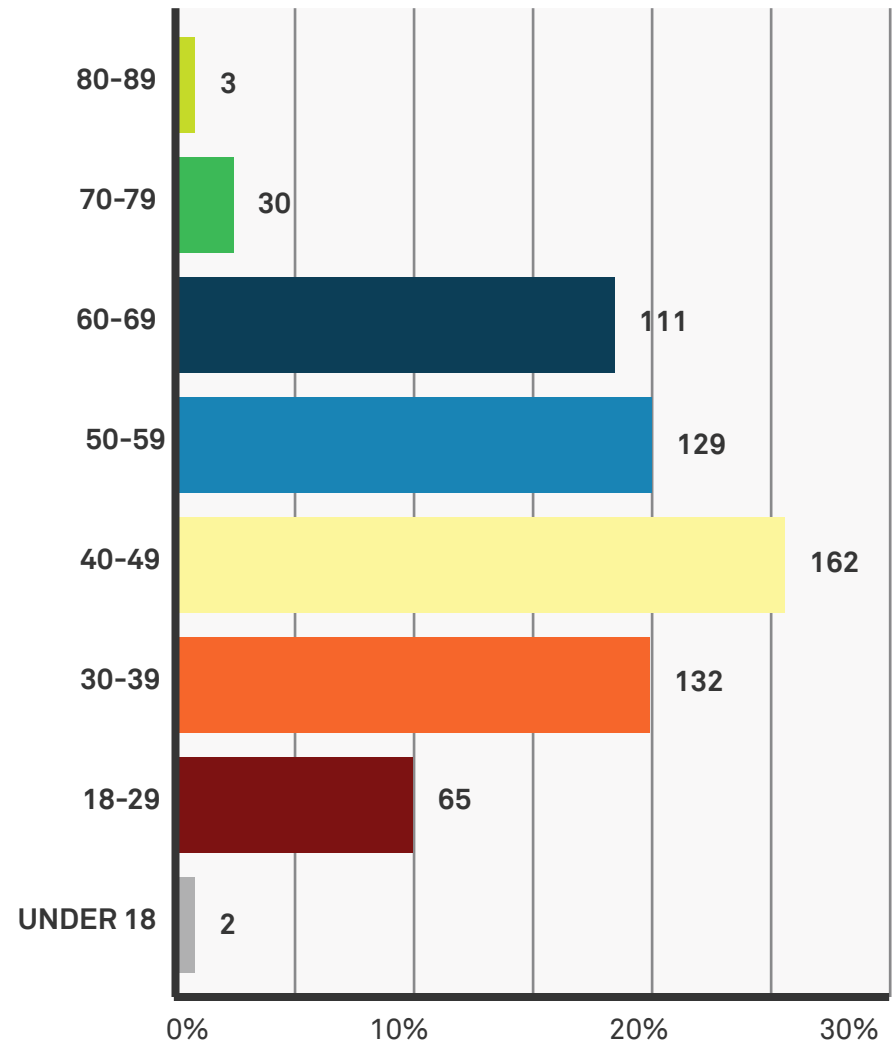


Figure 6.15 | Survey results - What is your age?

Responses: 634

6.3

Chronological Order of Marsh Park Development

6.2.6 Timeline provided by City of Fairfield

- 1956 - Dravo Corporation agreed to deed to City entire mining site at end of operation for recreational purposes.
- 1975 - Parks and Recreation Commission began negotiating with Dravo to lease portion of property for recreational purposes.
- 1978 - 17.814 acres leased to City for recreational purposes with restrictions.
- 1983 - Parks and Recreation Board appropriated \$5000 for master plan of facility, Woolpert Consultants hired for master plan study.
- 1983 - Parks and Recreation Board applied for Abandoned Mine Land Program Funds (AML) for development of 17.814 acre site.
- 1985 - ODNR advised Parks and Recreation Board that AML funds were not available.
- 1989 - Indiana University Leisure Research Institute's Needs Assessment Study recommended that steps be taken to open/operate the site.
- 1990 - The Parks and Recreation Board directed staff to explore options to opening the site, including passive nature area, unsupervised fishing lake, staff-operated fishing lake, or concession-operated fishing lake.
- 1991 - Parks and Recreation Board decided on Concession Operated Fishing Lake concept.
- 1992 - Lake Project Bid.
- Dravo questioned validity of existing (1978) lease agreement; lease renegotiated and the proposed amended lease agreement increases the City's site to 28.9 acres and maintenance strip.
- 1993 - Parks and Recreation Board agree to acceptance of 28.9 acres and meet with City Council.
- 1994 - Amendment to Lease signed; phase one of Fishing Lake Project re-bid (Bait House, Fence, and Parking Lot).
- 1995 - Dravo Basic Materials Company sold to Martin Marietta Aggregates.
- 1995 - OEPA Permit process slows construction of Bait House.
- Parks and Recreation Board petitioned by Friends of Thomas Marsh and re-name the facility Thomas O. Marsh Park.



- 1996 - Parks and Recreation Board's Concessions/Catering Contractor agrees to operate pay lake under current contract.
- Marsh Park opens to the public April 1, 1996.
- Grand Opening Ceremonies conducted May 4, 1996.
- Marsh Park improvements in 1996-2000 CIP include accessible fishing pier and ramping system.
- Parks and Recreation Board direct staff to pursue NatureWorks funding for 1997 park improvements.
- 1997 - Concessions Contractor reneges on Marsh Park operations contract and city begins self-operations of the fishing lake.
- 2005 – City purchases approximately 30 acres from Martin-Marietta Corporation along River Road (adjacent to the Great Miami River, along with an easement for bike/hike path connection to existing Marsh Park). The property was commonly referred to as Black Bottom Park.
- 2006-2010 – City pursues ODNR grants to provide waterway access to the Great Miami River, via the Black Bottom Park site. City is unsuccessful in acquiring grants.
- 2015 – City notified by Martin-Marietta of its intent to cease mining operations and convey property to City by late 2015 or mid-2016. City retains The Kleingers Group to begin preliminary grading plan and conceptual recreation programming plan.
- 2017 – Martin-Marietta conveys property to City in accordance to the 1956 agreement.





ORDINANCE NO. _____

ORDINANCE TO APPROVE AND ADOPT FAIRFIELD’S MARSH PARK
MASTER PLAN DATED SPRING, 2025.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Fairfield’s Marsh Park Master Plan dated spring, 2025 is hereby approved and adopted in accordance with the plan on file in the office of the Clerk of Council.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor’s Approval

Posted	_____
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First Reading	_____	Rules Suspended	_____
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Second Reading	_____
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Third Reading	_____
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ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Public Works

Subject:

Safe Streets and Roads for All – Consultant Selection

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with American Structurepoint, Inc. for development of the Safe Streets and Roads for All Comprehensive Action Plan

- Legislation - Second Reading

Recommendation:

It is recommended that City Council authorize the preparation of legislation authorizing the City Manager to enter into a contract with American Structurepoint, Inc. for the funding indicated in the financial impact section.

Discussion:

It is necessary for City Council to authorize the City Manager to execute a contract with American Structurepoint Inc. for performing a Safe Streets and Roads for All – Comprehensive Action Plan. Public Works advertised a request for proposals and received three proposals from qualified firms. Structurepoint was selected based on a quality based selection process

The City of Fairfield, Ohio was successful in receiving a Safe Streets for All (“SS4A”) Planning and Demonstration Grant in the amount of \$150,000 to develop a comprehensive safety action plan. Our city is committed to creating a safe and inclusive environment for all road users, and this grant opportunity perfectly aligns with our goals. With the funding from the SS4A grant, our aim is to formulate an action plan featuring well-defined projects and strategies aimed at preventing roadway fatalities and serious injuries within our city's boundaries.

The City of Fairfield is facing pressing roadway safety challenges that demand immediate attention. While our connectivity to major highways like Interstate 275, State Route 4, and US Route 127 offers convenient access to regional transportation networks, it also poses safety risks. The increased accessibility and traffic volume during peak travel times contribute to heightened congestion levels, amplifying the risk of crashes due to slower and erratic traffic flow. Moreover, the proximity of major highways attracts through-traffic and heavy commercial vehicles, which, due to their size, weight, and limited maneuverability, pose significant safety hazards. Analyzing data from the Fatality and Injury Reporting System Tool (FIRST) for the period of 2017 to 2021, we found 7 fatalities resulting from fatal crashes in the city, translating to a fatality rate of 3.12 per 100,000 population.

Furthermore, information from the Ohio Department of Transportation (ODOT) GIS Crash Analysis Tool (GCAT) underscores the urgency of the situation, revealing a total of 3,204 crashes reported in Fairfield between 2021 and 2023. Among these, 4 were fatal incidents, and 875 resulted in injuries, accounting for approximately 28% of all reported crashes.

Upon scrutinizing the crash statistics further, it was determined that 41% of the total crashes occurred along road segments. Moreover, a significant majority, accounting for 65% of the total crashes, were categorized as rear-end (34%), angle (17%), and sideswipe (14%) crashes, with the leading contributing factors being following too closely and failure to yield. A distressing total of 29 crashes, including 26 leading to injuries, involved vulnerable road users, such as pedestrians and cyclists.

This project is programmed in the 2025-2029 Capital Improvement plan under 5PW47 – SS4ALL – Engineering.

Financial Impact:

\$150,000.00 from the Street Fund with \$120,000.00 to be reimbursed from a federal grant through the Federal Highway Administration.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 2024.02248.CM.R0.CTR_City of Fairfield SS4A Plan_Cover Letter_Appendices_Scope and Fee
2. RE_ SS4A FY24 Grant Agreement -City of Fairfield - Permission to Proceed
3. 693JJ32540234 City of Fairfield_FE-Executed Agreement
4. AMERICAN STRUCTUREPOINT-ORD



March 11, 2025

City of Fairfield
Attention Mr. Nicholas Dill, PE
8870 N. Gilmore Road
Fairfield, Ohio 45014

Re: City of Fairfield SS4A Comprehensive Action Plan

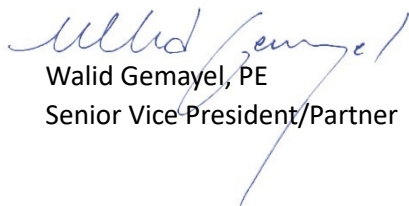
Dear Mr. Dill:

American Structurepoint, Inc. is excited to provide the following fee proposal for the services outlined in the attachment for the above-mentioned project in the City of Fairfield, Ohio. The total lump sum fee for completing the required tasks for this project is **\$150,000**. A detailed breakdown of compensation and schedule by tasks, is provided in the attachment for your review.

We sincerely appreciate the opportunity to collaborate with you on this project. Our team is fully prepared to commence work immediately upon receiving your written acceptance of this proposal. The receipt of an executed agreement will serve as our official notice to proceed.

Should you have any questions or require additional information, please do not hesitate to contact us at 513-407-8317. We look forward to working with you and contributing to the success of this project.

Very truly yours,
American Structurepoint, Inc.



Walid Gemayel, PE
Senior Vice-President/Partner



Gaurav Kashyap, PE, PTOE, RSP2I
Project Manager (Traffic Group)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

I. SS4A Safety Action Plan

The CONSULTANT shall assist the OWNER in preparing a Comprehensive Safety Action Plan (CSAP), also known as Vision Zero Plan (VZP) in accordance with the Safe Streets and Roads for All (SS4A) Grant Program Notice of Funding Opportunity (NOFO) 2024. This shall consist of the following tasks:

Task 1: Project Administration and Management

- a. Prepare a detailed work plan with key milestones, deadlines, and deliverables to ensure timely completion of action plan by September of 2025 and position the OWNER to apply for the Implementation Grant during 2026 NOFO.
- b. Provide monthly progress reports and invoices to ensure transparent financial tracking and clear status updates.
- c. Prepare agendas, minutes, and sign-in sheets for each meeting to ensure efficient coordination and accurate documentation of decisions.

Task 2: Planning Structure

- a. Coordinate with OWNER's staff to establish a multidisciplinary steering committee. The committee will guidance, facilitate decision-making, and ensure diverse perspectives are incorporated into the SS4A action.
- b. Schedule at least three (3) Steering Committee/Task Force meetings to discuss the:
 - 1) Purpose of this plan
 - 2) Committee's responsibility during the plan development and after the plan adoption
 - 3) Safety and equity analysis findings, and public input responses
 - 4) Implementation projects and strategies
- c. The primary mode of communication will be email, while phone calls, virtual meetings, and in-person meetings will be arranged, as necessary.

Task 3: Leadership Commitment and Goal Setting

- a. Coordinate with OWNER's staff to establish a target date for achieving zero fatalities and serious injury crashes or a reasonable reduction percentage.
- b. Collaborate with OWNER's staff to develop a resolution or policy that formally commits to the safety goals, aligning with regional standards.

Task 4: Stakeholder and Public Engagement

- a. Create a detailed stakeholder and public engagement plan to seek the community's input on the safety concerns of the existing roadway system. Information received from engagement and collaboration will be analyzed and incorporated into the Action Plan.
- b. Conduct public meetings, surveys, and workshops to ensure the study reflects the needs and priorities of the residents. Arrange up to one (1) public meeting, up to one (1) one-on-one

stakeholder meetings, and publish an online survey for public input on perceived dangerous intersections for motorists and pedestrians/bicyclists.

Task 5: Safety Analysis and Issue Identification

- a. Gather comprehensive data, including crash history, traffic volumes (Average Daily Traffic, Turning Movement Counts, Pedestrian and Bicycle Counts), speed metrics (both average and 85th percentile speeds), and detailed roadway geometry (such as roadway classification, travel lane types and numbers, shoulder and median characteristics, roadside features, curves, grades, and traffic control types). This data will source from traditional databases like ODOT's TIMS, GCAT, and TCDS, as well as from innovative sources such as Streetlight Data.
- b. Review the pertinent safety and traffic studies recently conducted with the OWNER's Thoroughfare Plan, Active Transportation Plan, Comprehensive Plan, and anticipated long-range transportation improvements identified in the OKI TIP. The available data, finding, and recommendations from these plans will be incorporated into the safety analysis.
- c. Conduct site-specific safety analyses to identify and prioritize high injury network/corridors and hotspot intersections using AASHTOWare Safety tool based on fatality and injury crash rate, traffic stress for active transportation, excessive speeding, and safe transit access.
- d. Implement the following four-step process to identify the hotspot intersections and high injury network (HIN):
 - Step-1: Preliminary data-driven analysis to identify crash clusters.
 - Step-2: Identify key crash trends.
 - Step-3: Sliding window analysis to identify high crash density (HIN) and weighted by crash severity.
 - Step-4: Hotspot Analysis to identify interactions with high crash density (Hotspot Intersections) and weighted by crash severity.
- e. Implement a risk-based prioritization process, utilizing a systemic approach to identify roadway segments or intersection characteristics that elevate crash risks. This method shall focus on selecting locations for safety treatments based on the presence of these risk factors. The prioritization will rely on a risk score, developed by aggregating key factors such as AADT, roadway configuration, posted speed limits, volume to capacity ratios, proximity to transit stops, presence of schools, and availability of pedestrian and bicycle infrastructure. The findings will be summarized by compiling a High-Risk Network (HRN) and a list of High-Risk Intersections (HRI) to guide targeted safety improvements.

Task 6: Transportation Equity Review

- a. Perform a comprehensive transportation equity review including:
 - 1) Analysis of the census tracts to identify Areas of Persistent Poverty and/or Historically Disadvantaged Communities.
 - 2) Analysis of systems, services, and processes that support safer "multimodal options, and amenities that are accessible to all populations.
 - 3) Develop and assess regional transportation indicators that measure transportation barriers in the City and/or potential structural inequalities that different population groups may face.

Task 7: Policies and Process Assessment

- a. Perform a comprehensive assessment of the OWNER's existing transportation safety policies, plans, guidelines, and standards. This analysis will focus on identifying gaps and provide actionable recommendations for revising existing policies or creating new ones to address identified deficiencies and elevate OWNER's commitment to transportation safety.

Task 8a: Projects and Strategies Selection

- a. Identify a comprehensive set of projects (up to 20 intersections and/or roadway segments) and strategies that address the prevailing safety problems based on data, available evidence, as well as stakeholder input, and equity considerations.
- b. Discuss these safety improvements with local engineers, police representatives, and local community leaders to seek input on the viability of short-term and long-term mitigations.
- c. Develop an Implementation Plan to prioritize projects and safety countermeasures (short-term, mid-term, and long-term timeframes). This will help the City create a list of priority projects that can be pursued for the SS4A Implementation Grants and other safety funding.

Task 8b: Planning Level Budgets and Funding Sources

- a. Develop planning-level budget for the proposed safety improvements. This budget will provide a high-level estimate of anticipated costs associated with the list of projects identified in **Task 8a**.
- b. Identify potential funding sources to support the proposed improvements, leveraging our extensive knowledge of local, state, and federal funding programs.

Task 9: Draft and Final Plan

- a. Prepare a Draft Action Plan to be reviewed by the City staff, and the Steering Committee members. This report will include graphical charts to illustrate the crash trends within the City, hotspot locations, contributing factors, and will be compliant with the SS4A requirements.
- b. Upon final review and consent by the Steering Committee, create a Final Plan report that is visually appealing and easy to comprehend for the policymakers and stakeholders.
- c. Create a crash dashboard to map available crash information, report key performance indicators (KPIs), and integrate the equity analysis results and public input from the online survey. This dashboard will also highlight the hotspot locations and high-injury network (HIN) locations throughout the City for public access.
- d. Develop a safety toolkit to graphically illustrate the safety countermeasures including the FHWA-proven countermeasures, all applicable systematic and systemic safety mitigations/improvements, and context-sensitive design solutions.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE OWNER:

The OWNER shall furnish the CONSULTANT with the following:

1. Form a Plan Advisory Steering Committee to oversee the development of a comprehensive safety action plan
2. Develop a safety goal and mission statement along with a timeline to address existing safety concerns
3. Provide available data and previous studies from the transportation planning process; including but not limited to traffic count data, crash data, and environmental justice data
4. Provide access to enter public streets and intersections as required for the CONSULTANT to perform work under this Contract
5. Access to current aerial imagery, zoning ordinances, access management guidelines and transportation policies, construction standards etc.
6. An OWNER representative with decision-making authority for inquiries
7. Provide existing transportation data
8. Public outreach and engagement with the general public including public information meetings and outreach at community events
9. Review and approve the final action plan and implementation

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives written notice to proceed from the OWNER.

All work by the CONSULTANT under this Contract shall be completed and delivered to the OWNER for review and approval within the approximate time periods shown in the following submission schedule:

Tasks	Start Date	Duration (Workdays)	End Date
Project Kick-off Meeting	15-April-25	-	15-April-25
Leadership Commitment & Goal Setting	16-April-25	10	30-April-25
Public Engagement & Collaboration	1-May-25	30	12-Jun-25
Data Collection (Obtain historic crash data, traffic data, and GIS shapefiles)	1-May-25	15	21-May-25
Safety Analysis & Issue Identification	22-May-25	20	18-June-25
Equity Considerations	19-June-25	10	02-July-25
Policies & Process Assessment	03-July-25	15	23-July-25
Project and Strategies Identification	24-July-25	15	13-Aug-25
Prepare Planning Level Budgets and Identify Funding Sources	14-Aug-25	15	03-Sept-25
Safety Action Plan Report	14-Aug-25	20	11-Sept-25

APPENDIX "D"

A. Amount of Payment

1. The CONSULTANT shall be compensated for the aforementioned services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$150,000 unless approved in writing by the OWNER. Below is a breakdown on fees for each task as identified in "Appendix A"
 - a) Task 1 = \$15,000
 - b) Task 2 = \$5,000
 - c) Task 3 = \$3,500
 - d) Task 4 = \$10,500
 - e) Task 5 = \$45,000
 - f) Task 6 = \$6,500
 - g) Task 7 = \$6,500
 - h) Tasks 8a + 8b = \$30,000
 - i) Task 9 = \$28,000
2. The CONSULTANT shall not be paid for any service performed by the OWNER or not required to develop this project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the OWNER.

The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.1 of this APPENDIX, percentage completed, and prior payments.
2. The OWNER, for and in consideration of the rendering of the engineering services provided for in APPENDIX "A," agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the OWNER, payments covering the work performed shall be due and payable to the CONSULTANT.
 - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with the Agreement between the OWNER and CONSULTANT.

From: [Hughes, Mason \(FHWA\)](#)
To: [Ben Mann](#)
Cc: [Lowry, Sara \(FHWA\)](#); [Nicholas Dill](#); [Stephens, Mark \(FHWA\)](#); [Brito, Yamile \(FHWA\)](#)
Subject: RE: SS4A FY24 Grant Agreement -City of Fairfield
Date: Tuesday, February 25, 2025 3:30:46 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image007.png](#)

This is the first email you've received from this external sender.

Do not click links or open attachments unless it is an email you expected to receive.

Hi Ben,

Thank you for checking with us on this. I'll be the FHWA point-of-contact for this project post-grant agreement execution, which Yamile has gotten you to. You are free to proceed with your selected consultant.

Feel free to reach out to me if you have any questions.

Thank you,

Mason Hughes

U.S. DOT | FHWA Ohio Division
Safety Program Manager

Subject: FW: SS4A FY24 Grant Agreement -City of Fairfield

From: Ben Mann <bmann@fairfield-city.org>
Sent: Tuesday, February 25, 2025 11:43 AM
To: Gaug, Anna CTR (FHWA) <anna.gaug.ctr@dot.gov>; Brito, Yamile (FHWA) <yamile.brito@dot.gov>
Cc: Parker, Stephen (FHWA) <stephen.parker@dot.gov>; FHWA, Ohio (FHWA) <Ohio.FHWA@dot.gov>; Santamaria, Hector (FHWA) <Hector.Santamaria@dot.gov>; Nicholas Dill <NDill@fairfield-city.org>
Subject: RE: SS4A FY24 Grant Agreement -City of Fairfield

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Yamile

The City of Fairfield has completed our advertisement for proposals on our City website and received three proposals from qualified firms.

We have reviewed the proposals and selected the consultant we would like to move forward with engaging.

We wanted to verify with FHWA that it is okay to move forward before we put a consultant under contract.

Please let me know if you think it is appropriate to schedule a call or virtual meeting at your convenience.

Thanks.

Ben Mann, PE, MPA

Public Works Director

City of Fairfield, Ohio 45014

8870 North Gilmore Road

513-867-4213



www.fairfieldoh.gov



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From: Gaug, Anna CTR (FHWA) <anna.gaug.ctr@dot.gov>

Sent: Monday, December 2, 2024 3:30 PM

To: Brito, Yamile (FHWA) <yamile.brito@dot.gov>; Ben Mann <bmenn@fairfield-city.org>

Cc: Parker, Stephen (FHWA) <stephen.parker@dot.gov>; FHWA, Ohio (FHWA) <Ohio.FHWA@dot.gov>; Santamaria, Hector (FHWA) <Hector.Santamaria@dot.gov>

Subject: RE: SS4A FY24 Grant Agreement -City of Fairfield

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

The agreement officer has signed the grant agreement so it is now fully executed. Please see attached for your records and let me know if you have any further questions.

Warmest regards,

Anna Gaug | Grants Management Analyst
Jefferson Consulting Group
Assistance Agreements Division
Federal Highway Administration
anna.gaug.ctr@dot.gov

Please take a moment to complete our brief customer survey available [here](#). Your response is anonymous and will help us assess the quality of our support to your program.

From: Brito, Yamile (FHWA) <yamile.brito@dot.gov>
Sent: Monday, November 25, 2024 10:31 AM
To: Gaug, Anna CTR (FHWA) <anna.gaug.ctr@dot.gov>
Cc: Parker, Stephen (FHWA) <stephen.parker@dot.gov>
Subject: FW: SS4A FY24 Grant Agreement -City of Fairfield

Hi Anna, happy Monday.

Please see attached for final execution.

Yamile Brito | Program Management Analyst | Grants Coordinator
FHWA Ohio Division
Bricker Federal Building , Suite 328
200 N. High Street
Columbus, OH 43215
O: 614-280-6823

From: Ben Mann <bmenn@fairfield-city.org>
Sent: Monday, November 25, 2024 10:52 AM
To: Brito, Yamile (FHWA) <yamile.brito@dot.gov>
Cc: Garczewski, Ron (FHWA) <Ron.Garczewski@dot.gov>; Nicholas Dill <NDill@fairfield-city.org>
Subject: RE: SS4A FY24 Grant Agreement -City of Fairfield

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Yamile

Attached is the signed by the City copy of the agreement.

Let me know if you need a hard copy or anything else.

Thanks.

Ben Mann, PE, MPA
Public Works Director
City of Fairfield, Ohio 45014
8870 North Gilmore Road
513-867-4213



www.fairfieldoh.gov



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From: Brito, Yamile (FHWA) <yamile.brito@dot.gov>
Sent: Tuesday, November 19, 2024 1:59 PM
To: Ben Mann <bmenn@fairfield-city.org>
Cc: Garczewski, Ron (FHWA) <Ron.Garczewski@dot.gov>
Subject: SS4A FY24 Grant Agreement -City of Fairfield

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon Ben!

Please see attached grant agreement ready for signature. Please sign and return to us for final execution. Congratulations.

Kindly,
Yamile

Yamile Brito I Program Management Analyst I Grants Coordinator

FHWA Ohio Division
Bricker Federal Building , Suite 328
200 N. High Street
Columbus, OH 43215
O: 614-280-6823

1. **Federal Award No.**
693JJ32540234
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014

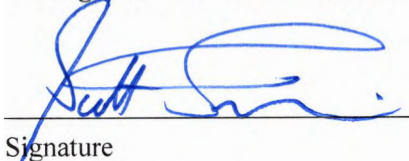
Unique Entity Id.: F5T8JH8AHWM5
TIN No.: 31-6006598
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – December 31,2026
7. **Total Amount**

Federal Share:	\$120,000
Recipient Share:	\$30,000
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$150,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSA240732PR
11. **Federal Funds Obligated**
\$120,000
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**

15X0174E50.0000.055SR30500.5592000000.4101
0.61006600
14. **Description of the Project** The project will develop an action plan comprising clearly outlined projects and strategies designed to mitigate roadway fatalities and severe injuries. This action plan will align with the city’s goals of fostering a safer and more inclusive environment for all road users.

RECIPIENT

15. Signature of Person Authorized to Sign



Signature _____ Date _____

Name: Scott Timmer

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

HECTOR RAMON SANTAMARIA
Digitally signed by HECTOR RAMON SANTAMARIA
Date: 2024.12.02 12:32:59 -05'00'

Signature _____ Date _____

Name: Hector Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Fairfield, Ohio; a municipal corporation (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Fairfield Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: City of Fairfield Comprehensive Safety Action Plan

Application Date: 3-14-2024

2.2 Award Amount.

SS4A Grant Amount: \$120,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase.

The City of Fairfield, Ohio will develop a comprehensive safety action plan. Our city is committed to creating a safe and inclusive environment for all road users. With the funding from the SS4A grant, our aim is to formulate an action plan featuring well-defined projects and strategies aimed at preventing roadway fatalities and serious injuries within our city's boundaries.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	November 1, 2026
Planned SS4A Final Report Date:	December 31, 2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$120,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$30,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$150,000

(b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Ben Mann
Public Works Director
City of Fairfield
8870 North Gilmore Road
513-867-4213
bmann@fairfield-city.org

4.2 Recipient Key Personnel.

Name	Title or Position
Nick Dill	City Engineer
Scott Timmer	City Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.

Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Ohio
Agreement Officer's Representative (AOR)
200 N. High Street – Bricker Federal Building, Suite 328
Columbus, OH 43215
614-280-6896
Ohio.FHWA@dot.gov

and

Yamile Brito
Ohio Division Office Lead Point of Contact
Program Management Analyst
200 N. High Street – Bricker Federal Building, Suite 328 – Columbus OH 43215
614-280-6823
yamile.brito@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Fairfield corporate boundary

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: Not applicable

Schedule: Not applicable

Budget: Not applicable

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Fairfield’s commitment to equal employment opportunities is detailed on our City website: [Notice of Non-Discrimination | Fairfield, OH \(fairfield-city.org\)](#) [Data USA](#): Demographic information shows that the City of Fairfield, Ohio is 63% white, 17% black, 7% Hispanic, etc.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

x	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The City of Fairfield is developing a plan to ensure that Fairfield is maximizing its resources in a way that provides efficiency in city operations now and in the future. The plan, 'Fairfield Sustains', will serve as a comprehensive roadmap for addressing environmental, economic, and liveability considerations in the city, and will be a catalyst for quality of life improvements for all residents. Among other things, the plan will look at energy usage in the community, open space preservation, resource protection, and economic sustainability initiatives.

[Fairfield Sustains | Fairfield, OH \(fairfield-city.org\)](https://fairfield-city.org)

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

x	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The planning grant will not require the City to hire new personnel. The City intends to engage a qualified consultant.

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

Not applicable.

**ATTACHMENT G
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: New

2. Title VI Assessment Information.

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.

1

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AMERICAN STRUCTUREPOINT, INC. FOR DEVELOPMENT OF THE SAFE STREETS AND ROADS FOR ALL COMPREHENSIVE ACTION PLAN.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with American Structurepoint, Inc. for development of the Safe Streets and Roads for All Comprehensive Action Plan in accordance with the proposal on file in the office of the City Manager.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Adam Sackenheim, Assistant City Manager COO
Department: City Manager's Office - COO

Subject:

Creation of Sustainability Commission

Legislation Title:

Ordinance to adopt new Chapter 166, Sections 166.01 and 166.02, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio to create the Sustainability Commission.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize all actions necessary to establish a Sustainability Commission for the City of Fairfield.

Discussion:

The City of Fairfield approved and adopted a Sustainability Plan, called 'Fairfield Sustains', on September 9, 2024. The Plan will serve as a comprehensive roadmap for addressing environmental, economic, and liveability considerations in the City, and will be a catalyst for quality of life improvements for all residents. Among other things, the plan looks at energy usage in the community, open space preservation, resource protection, and economic sustainability initiatives. The creation of a Sustainability Commission will enable appointed citizens to assist in the advancement of critical Plan goals and strategies.

Commission membership details, appointment terms, and duties and functions are included in the attached file.

Creation of the Sustainability Commission will be formalized in the next update of the Codified Ordinances of the City of Fairfield, Ohio.

Financial Impact:

N/A

Emergency Provision:

No

Rule Suspension Requested:

Yes. To expedite the process of interviewing and selecting qualified applicants to ultimately be appointed to this Commission.

ATTACHMENTS:

1. FAIRFIELD SUSTAINABILITY COMMISSION-ORD

EXHIBIT A

CHAPTER 166 SUSTAINABILITY COMMISSION

166.01 MEMBERSHIP AND TERMS.

166.02 DUTIES AND FUNCTIONS.

CROSS REFERENCES

166.01 MEMBERSHIP AND TERMS.

(A) THE CITY OF FAIRFIELD SUSTAINABILITY COMMISSION SHALL CONSIST OF AT LEAST SIX MEMBERS AND NO MORE THAN EIGHT MEMBERS APPOINTED FOR THREE-YEAR TERMS, WITH THE EXCEPTION OF CERTAIN INITIAL APPOINTMENTS, BY COUNCIL WITH EACH TERM TO COMMENCE ON APRIL 1 OF THE FIRST YEAR OF THE TERM.

(B) IN ADDITION, ONE MEMBER SHALL BE APPOINTED BY A MAJORITY VOTE OF THE MEMBERS OF COUNCIL FROM AMONG ITS MEMBERSHIP TO SERVE AT THE PLEASURE OF THE COUNCIL, AND SUCH MEMBER MAY BE REMOVED FROM MEMBERSHIP ON THE COMMISSION, WITHOUT CAUSE, BY A MAJORITY VOTE OF THE MEMBERS OF COUNCIL.

(C) IN ACCORDANCE WITH SECTION 11.02 OF THE FAIRFIELD CITY CHARTER, ALL MEMBERS OF THE CITY OF FAIRFIELD SUSTAINABILITY COMMISSION SHALL BE QUALIFIED ELECTORS OF THE CITY OF FAIRFIELD. THE CITY MANAGER SHALL DESIGNATE ONE CITY STAFF PERSON TO ATTEND MEETINGS OF THE SUSTAINABILITY COMMISSION. THE STAFF PERSON SHALL NOT BE A VOTING MEMBER OF THE SUSTAINABILITY COMMISSION.

166.02 DUTIES AND FUNCTIONS.

THE CITY OF FAIRFIELD SUSTAINABILITY COMMISSION SHALL SERVE AS AN ADVISORY BODY TO THE COUNCIL FOR THE PURPOSE OF MEETING THE MISSION AND GOALS ESTABLISHED IN FAIRFIELD'S SUSTAINABILITY PLAN CALLED "FAIRFIELD SUSTAINS" AS ORIGINALLY APPROVED AND ADOPTED BY COUNCIL ON SEPTEMBER 9, 2024 AS THE SAME MAY BE AMENDED FROM TIME TO TIME AND SPECIFICALLY TO:

- (a) ADVISE COUNCIL AND MAKE RECOMMENDATIONS REGARDING MEASURES TO ENSURE THAT FAIRFIELD IS MAXIMIZING ITS RESOURCES IN A WAY THAT PROVIDES EFFICIENCY IN CITY OPERATIONS NOW AND IN THE FUTURE.**

- (b) ADVISE COUNCIL AND MAKE RECOMMENDATIONS REGARDING ENVIRONMENTAL, ECONOMIC, AND LIVABILITY CONSIDERATIONS IN THE CITY, AND SERVE AS A CATALYST FOR QUALITY OF LIFE IMPROVEMENTS FOR ALL RESIDENTS.**
- (c) ADVISE COUNCIL AND MAKE RECOMMENDATIONS ON THE FIVE FRAMEWORKS OF “FAIRFIELD SUSTAINS” AND THEIR ASSOCIATED PROJECTS: 1.) MOBILITY AND TRANSPORTATION, 2.) BUILDINGS AND ENERGY, 3.) RESOURCE CONSERVATION, 4.) NATURE AND GREEN COMMUNITY, 5.) BUSINESS AND COMMUNITY RESILIENCE.**
- (d) ADVISE COUNCIL AND MAKE RECOMMENDATIONS ON THE IMPLEMENTATION AND REVISIONS OF “FAIRFIELD SUSTAINS”.**
- (e) EDUCATE AND ENGAGE THE PUBLIC BY PROMOTING THE FIVE FRAMEWORKS OF “FAIRFIELD SUSTAINS” AND MAKING RELEVANT RESOURCES READILY AVAILABLE.**
- (f) COLLABORATE WITH CIVIC GROUPS TO LEVERAGE THEIR RESOURCES INCLUDING VOLUNTEER HOURS, BUSINESS CONNECTIONS FOR SPONSORSHIPS AND PARTNERSHIPS, AND EXPERTISE IN IDENTIFYING GRANT FUNDING.**



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Various Parks Playing Courts Rehabilitation Project – Construction Award / Appropriation

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the Parks Playing Courts Rehabilitation Project at various City parks.

- Legislation - First Reading

Recommendation:

It is recommended that City Council authorize an appropriation of \$240,000 from the Parks Development Fund.

Discussion:

This project is to renovate the existing courts at various parks. Improvements will vary based on need and will be completed through purchase orders for Prodigy and their subcontractors for the six different projects.

Oakwood Park (basketball and tennis) improvements will include acid etching existing surface new color coating of tennis and new line striping of both courts.

Winton Hills Park (basketball) will be limited to new striping and painting of poles and backboards.

Point Pleasant Park (basketball) will be limited to new striping and painting of poles and backboards.

Good Neighbors Park (basketball and tennis) will include new striping only for the basketball court. Tennis court improvements will be more extensive and include crack repair, new asphalt surface course, and fresh playing court coating. The tennis court area will be restriped for a single tennis court with ample paved area around the playing court.

Harbin Park (basketball) will include crack repair, new asphalt surface course, fresh playing court coating, and restriping. Project will also include painting of poles and backboards.

Harbin Park (tennis) will include crack repair, new asphalt surface course, fresh playing court coating, and restriping of the north court. Project will also include removal of the south court

which is in much worse shape and is beyond what is recommended for rehabilitation.

At the conclusion of this project, the City will have 5 tennis courts in 4 different parks, all will be dual striped for pickleball.

Each of these projects will be performed through Prodigy Building Solutions LLC, West Chester, Ohio with contracts held with The Ohio Purchasing Council (TOP-C) of which the City of Fairfield is a member thereof, utilizing Ohio Revised Code Title I, Chapter 167, allowing for the purchase of contract items through a Regional Councils of Governments, operated by or through a governing body recognized by the State of Ohio. The Ohio Purchasing Council (TOP-C) was formed by two Ohio School Districts, Patrick Henry Local and Greeneview Local School Districts. Members of TOP-C include the City of Fairfield Local School District, the City of Hamilton Local School District, Lakota Local School District, Ross Local School District, and Middletown Local School District. Prodigy Building Solutions LLC, West Chester, Ohio has performed contractual work for all of the aforementioned entities. TOP-C Price Contract #2021-006-001B was used by Prodigy Building Solutions to provide the total cost.

Financial Impact:

\$240,000 (\$219,031 with \$20,969 for contingencies and other Public Works Department Need for Parks repairs and improvements) from the Park Development Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Agreement - 1 - Fairfield - Oakwood Park
2. Agreement - 2 - Fairfield - Winton Hills Park
3. Agreement - 3 - Fairfield - Point Pleasant Park
4. Agreement - 4 - Fairfield - Good Neighbors Park
5. Agreement - 5 - Fairfield - Harbin Basketball
6. Agreement - 6 - Fairfield - Harbin Tennis
7. PRODIGY BUILDING SOLUTIONS-ORD

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025

Job Name: Oakwood Maintenance

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Jobsite

Procurement Contract: The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Oakwood Park – 2 Juniper Court, Fairfield, OH 45014

Scope Overview

Oakwood Park

Tennis Court

- Remove and stockpile existing tennis net posts and nets
- Pressure clean, acid etch, scrape, and blow surface clean
- Repair approximately 1,100 linear feet of cracks with Dynabinder acrylic crack filler
- Apply 1 coat of concrete primer
- Apply 1 coat of acrylic resurfacer
- Apply 3 coats of acrylic color coating in 1 color
- Layout and stripe 1 tennis court with white lines and blue pickleball
- Reinstall stockpiled tennis net system

Basketball Court

- Pressure clean, acid etch, scrape, and blow surface clean
- Layout and stripe 1 basketball court with white lines
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboard

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein



Payment Terms

The project cost is \$30,798.00 for services described in this Agreement. Customers agree to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.



*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025**Job Name:** Winton Hills Court Maintenance**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Winton Hills Park – 625 Shearwater Drive, Fairfield, OH 45014

Scope Overview**Winton Hills Park****Basketball Court**

- Pressure clean court to remove dirt and organic growth
- Layout and restripe 1 basketball court with white lines
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboard

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$4,281.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.



IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.



*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025**Job Name:** Point Pleasant Court Maintenance**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Point Pleasant Park – 2001 Resor Road, Fairfield, OH 45014

Scope Overview**Point Pleasant Park**

Basketball Court

- Pressure clean court to remove dirt and organic matter
- Layout and restripe 1 basketball court with white lines
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboard

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$5,703.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.



IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

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1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.



*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025

Job Name: Good Neighbors Court Maintenance

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Jobsite

Procurement Contract: The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Good Neighbors Park – 960 Walter Avenue, Fairfield, OH 45014

Scope Overview

Good Neighbors Park

Basketball Court

- Pressure clean court to remove dirt and organic matter
- Layout and restripe 1 basketball court with white lines
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboard

Tennis Court

- Remove 2 existing tennis structure systems and fill voids with compacted gravel
- Remove and stockpile 75 feet of 10-foot tall chain-link fencing
 - Cut off fencing posts approximately 4 inches above existing grade
- Install 1 new tennis structure system with center tie down
- Clean court and install stress absorbent membrane interlayment system to approximately 450 linear feet of cracks
- Furnish and install trackless tack coat at rate of 0.05 gallons per square yard
- Furnish, install, and compact 0.5-inch leveling course and 1.5-inch overlay with ODOT surface course Type 1 asphalt
- After manufacturers recommended cure time, apply 1 coat of rust inhibitor on all new pavement
- Apply 1 coat of acrylic resurfacer over the tennis court only, approximately 50% of the new pavement
- Apply 3 coats of acrylic color coating in 2 colors over the tennis court only, approximately 50% of the new pavement
- Stripe area for tennis with white lines and pickleball with blue lines
- Reinstall stockpiled fencing
- Topsoil, seed, and straw areas disturbed by construction

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included



- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$74,426.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025**Job Name:** Harbin Basketball Maintenance**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Harbin Park – 1300 Hunter Road, Fairfield, OH 45014

Scope Overview**Harbin Park****Basketball Court**

- Remove and stockpile existing backboards and rims
- Prep surface by scraping, using power brooms and forced air blowers
- Clean court and install stress absorbent membrane interlayment system to approximately 450 linear feet of cracks
- Furnish and install trackless tack coat at rate of 0.05 gallons per square yard
- Furnish, install, and compact 0.5-inch leveling course and 1.5-inch overlay with ODOT surface course Type 1 asphalt
- Layout and restripe basketball court with white lines
- Reinstall stockpiled rims with new mounting plates to adjust the height of the rims to be at 10 feet
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboards

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$42,527.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.



IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025**Job Name:** Harbin Tennis Maintenance**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Harbin Park – 1300 Hunter Road, Fairfield, OH 45014

Scope Overview**Harbin Park****North Tennis Court Resurfacing**

- Remove existing tennis structure systems and replace with a new system with a center tie down
- Clean court and install stress absorbent membrane interlayment system to approximately 540 linear feet of cracks
- Furnish and install trackless tack coat at rate of 0.05 gallons per square yard
- Furnish, install, and compact 0.5-inch leveling course and 1.5-inch overlay with ODOT surface course Type 1 asphalt
- After manufacturers recommended cure time, apply 1 coat of rust inhibitor
- Apply 1 coat of acrylic resurfacer
- Apply 3 coats of acrylic color coating in 2 colors
- Stripe area for tennis with white lines and pickleball with blue lines
- Install new net posts and net

South Tennis Court Removal

- Install temporary snow fence to separate walking path and the court being removed
- Remove and offsite disposal of the south court, net structures, and associated fencing
- Import topsoil, regrade, seed, and straw demolition area and disturbed by construction

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein



Payment Terms

The project cost is \$61,296.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH PRODIGY BUILDING SOLUTIONS, LLC FOR THE PARKS
PLAYING COURTS REHABILITATION PROJECT AT VARIOUS CITY PARKS.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Prodigy Building Solutions, LLC for the Parks Playing Courts Rehabilitation Project at various City parks in accordance with the agreements on file in the office of the City Manager.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

New Golf Maintenance Equipment

Legislation Title:

Ordinance to authorize the City Manager to execute a contract with Jerry Pate Turf and Irrigation for replacement of Golf Maintenance Equipment

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize an appropriation of \$103,000.00 from the Capital Fund for the purchase of new Golf Maintenance Equipment.

Discussion:

This is to purchase two new greens mowers and a new greens groomer for both South Trace and North Trace.

The funding for these projects is programmed in 2025-2029 as CIP 5RC04.

Financial Impact:

\$103,000.00 from the Capital Improvement Fund as CIP 5RC04

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 2 Green Mowers & Brush
2. JERRY PATE TURF-ORD



Jerry Pate
Turf & Irrigation

Quotation for Fairfield Greens South Trace

Date: 10/02/2024
F24 Standard Market
Support
Quote No: Q168981



Prepared For:	Todd Dodge	Quote No:	Q168981
	Fairfield Greens South Trace	Expires Date:	12/31/2025
	2200 John Gray Road Fairfield, Ohio 45014	Delivery Date:	
	United States	Contract:	F24 Standard Market Support
		Payment Terms:	
		Sales Person:	Chris Noble
			cnoble@jerrypate.com

Configuration Product Details

Qty	ID	Name	Award	Ext Award
1	04358	Greensmaster 3150-Q	\$35,556.90	\$35,556.90
3	04257	Full Roller (One Roller)	\$264.74	\$794.22
1	04554	Light Kit - LED	\$746.64	\$746.64
3	04654	11 Blade Cutting Unit	\$3,323.28	\$9,969.84
Sub Total				\$47,067.60

Totals

Equipment Total (Toro – Trades + Allied)	\$47,067.60
Set Up Total	\$570.00
Destination Freight Total	\$1,412.03
Grand Total	\$49,049.63

This quote has current TORO-SOURCEWELL pricing. Pricing is subject to change without notice.
Purchase will be through Sourcewell #34142



**Jerry Pate
Turf & Irrigation**

Quotation for Fairfield Greens South Trace

Date: 10/02/2024
F24 Standard Market
Support
Quote No: Q168983

2

Prepared For:	Todd Dodge	Quote No:	Q168983
	Fairfield Greens South Trace	Expires Date:	12/31/2025
	2200 John Gray Road Fairfield, Ohio 45014	Delivery Date:	
	United States	Contract:	F24 Standard Market Support
		Payment Terms:	
		Sales Person:	Chris Noble
			cnoble@jerrypate.com

Configuration Product Details

Qty	ID	Name	Award	Ext Award
1	04358	Greensmaster 3150-Q	\$35,556.90	\$35,556.90
3	04257	Full Roller (One Roller)	\$264.74	\$794.22
1	04554	Light Kit - LED	\$746.64	\$746.64
3	04654	11 Blade Cutting Unit	\$3,323.28	\$9,969.84
Sub Total				\$47,067.60

Totals

Equipment Total (Toro – Trades + Allied)	\$47,067.60
Set Up Total	\$570.00
Destination Freight Total	\$1,412.03
Grand Total	\$49,049.63

This quote has current TORO-SOURCEWELL pricing. Pricing is subject to change without notice.
Purchase will be through Sourcewell #34142

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A
CONTRACT WITH JERRY PATE TURF AND IRRIGATION FOR
REPLACEMENT OF GOLF MAINTENANCE EQUIPMENT.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to execute a contract with Jerry Pate Turf and Irrigation for replacement of golf maintenance equipment in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Steve Maynard, Police Chief
Department: Police

Subject:

Emergency Weather Sirens

Legislation Title:

Ordinance authorizing the City Manager to enter into a contract with Mobilcomm, Inc., to install ten (10) new emergency weather sirens and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that Council authorize the City Manager to enter into a contract with Mobilcomm to install 10 new emergency weather sirens and declare an emergency.

Discussion:

The City currently has 10 emergency weather sirens strategically placed around the City to notify residents and guests of impending dangerous weather. This is the only system currently in place to warn our residents of weather-related issues. That system is nearly 25 years old and has started to fail. The equipment is antiquated, and replacement parts are difficult if not impossible to find. This project will fund the purchase and installation of 10 new weather sirens and the accompanying equipment needed to operate the system. The immediate replacement of the sirens is necessary to ensure that we have a working emergency system to warn our residents and guests of dangerous weather events.

Financial Impact:

\$431,136 from the General Fund Project 5PD10. The cost of the system and installation is \$424,136 with an additional \$7,000 needed for electrical services. The electrical services will be covered under existing contract # 2024-11

Emergency Provision:

Yes, the immediate replacement of the sirens is necessary to ensure that we have a working emergency system to warn our residents and guests of dangerous weather events.

Rule Suspension Requested:

Yes.

ATTACHMENTS:

1. 901 - Fairfield City of - WX Consoles SW Control Bases amp; Repeater Rev3
2. MOBILCOMM-ORD



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Fairfield, City of
ADDRESS: 5230 Pleasant Ave.
CITY, STATE, ZIP: Fairfield, Ohio 45014

SYSTEM #: 1068
SALES TAX:
DATE: 3/17/2025
EXPIRES: 30 Days
REV: 3

ATTENTION: John Meyer
E-MAIL: jmeyer@fairfield-city.org
TELEPHONE: (513) 867-6091

SALES REP: Dave Morris
TELEPHONE: 513-595-5901
E-MAIL: dmorris@mobilcomm.com

QUOTE #:
PREPARED BY: Rick Swain
TELEPHONE: 513-595-5864
E-MAIL: rswain@mobilcomm.com

DESCRIPTION: New Federal Weather Alert Console, Control Base & Repeater.
Up to date Federal Commander Digital Software for 10 sites and
10 new Siren sites.

Documents Included:
Scope of Work
Terms & Conditions

Note: Do Not Order from this proposal.
Customer/Design Review required prior to placing an order.

50 % Payable to Mobilcomm upon receipt of Order	\$212,067.68
30 % Payable to Mobilcomm upon receipt of Equipment	\$127,240.61
20 % Payable to Mobilcomm upon Completion	\$84,827.07
Sales Tax is Not Included:	
Total Payable to Mobilcomm:	\$424,135.35

ACCEPTED BY: _____

PO #: _____

PRINT NAME: _____

DATE: _____

ITEM	QTY	DESCRIPTION	SUBTOTAL	MA
A		Federal Weather Console	17,946.43	
1	1	Federal SS2000+, Series C, Encoder Controller Desktop Console		
2	1	Cable - Motorola Radio to SS2000+ Console		
3	1	Desktop Personal Computer with Monitor		
4	1	Federal Commander Digital Software - up to 10 sites.		
5	1	Motorola CM200d VHF Radio		
6	1	12 Volt DC Base Power Supply		
7	1	Radio Power Supply Hood for CM200d		
8	1	Misc Parts		
9		Configuration and Installation		
10	1	1 year Recommended Yearly & Diagnostic Service		
B		Motorola SLR5700 Repeater	6,325.67	
1	1	Motorola SLR5700 VHF Repeater		
2	1	Battery Backup Cable		
3	1	Backup Battery, 12VDC, 75AH		
4	1	Battery Box		
5	1	Wall mount		
6	1	Misc grounding and wire management		
7		Installation		
8	1	1 year Recommended Yearly & Diagnostic Service		
C		Site 1 - Seward Rd.	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		
D		Site 2 - Tylersville @ Seward Rd	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		

ITEM	QTY	DESCRIPTION	SUBTOTAL	MA
E		Site 3 - Gilmore @ Port Union	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		
F		Site 4 - Good Neighbors Pk	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		
G		Site 5 - Mach @ Boymel	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		
H		Site 6 - 1198 Nilles @ Winton Rd	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		

ITEM	QTY	DESCRIPTION	SUBTOTAL	MA
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		
I		Site 7 - 6099 Crestview @ Mack	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		
J		Site 8 - 6089 Pleasant @ Hunter	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		
K		Site 9 - 5455 River @ Muskopf	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		
3	1	Two-Way Digital Siren Control, separate radio, includes standard sensor pkg, Aluminum Cabinets, 48 V battery charger		
4	1	Motorola Radio Interface Cable		
5	1	Omni-B Series antenna, VHF, 35' RF Cable		
6	1	Antenna Pole Mounting Bracket		
7	1	Motorola CM200d VHF Radio		
8	1	Turn up in field after installation		
9	1	Std Installation including New 50' wooden Class 2 pole & batteries		
10	1	Custom removal and disposal of existing pole & pole mounted equipment.		
11	1	1 year Recommended Yearly & Diagnostic Service		
L		Site 10 - 5720 Lake Manor	37,464.00	
1	1	Federal 2001 Rotating Electro-mechanical Wx Siren, 130dB© +/- 1dB		
2	1	Transformer rectifier; 240VAC (nominal) to 48 VDC / Power Conv.		

[illegible]

[illegible]

TERMS / CONDITIONS for:	Fairfield, City of
Description of Work:	New Federal Weather Alert Console, Control Base & Repeater.
Proposal By:	Rick Swain

Item Description	Details - Please contact Rick Swain for questions or clarification of this document	Mobilcomm	Customer	Other
Owner Responsibilities	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
Assumptions	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
Proposal	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
Purchase Orders	Purchase Orders, if required, must be included with the signed copy of this quotation.			
Confidential	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
Liability & Damages	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
Maintenance Agreement	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
Manufacturer's Warranty	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
Returns	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in it's original packaging, within fifteen (15) days after shipment.			
Payment Terms & Tax	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
Acceptance	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH MOBILCOMM, INC. TO INSTALL TEN (10) NEW
EMERGENCY WEATHER SIRENS AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with
Mobilcomm, Inc. to install ten (10) new emergency weather sirens in
accordance with the proposal on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for
the urgent benefit and protection of the City and its inhabitants for the reason
that the immediate replacement of the sirens is necessary to ensure that we
have a working emergency system to warn our residents and guests of
dangerous weather events; wherefore, this ordinance shall take effect
immediately upon its passage.

Passed	_____	_____
	-	-
		Mayor's Approval
Posted	_____	
	-	
First Reading	_____	Rules Suspended
	-	_____
		-
Second Reading	_____	Emergency
	-	_____
		-
Third Reading	_____	
	-	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary
publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Tom Lakamp, Fire Chief
Department: Fire

Subject:

SCBA Project for reserve apparatus

Legislation Title:

Ordinance to authorize the City Manager to execute a contract with Vogelpohl Fire Equipment, Inc. for the purchase of SCBA equipment for the Fire Department and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$122,000 from the Capital Improvement Fund for this purchase. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Vogelpohl Fire Equipment Inc., 2770 Circleport Dr., Erlanger, Kentucky 41018.

Discussion:

This request is to purchase twelve (12) additional Self-Contained Breathing Apparatus (SCBA) for emergency response and training. The purchase will equip all reserve apparatus with SCBA and enable the reserve apparatus to be placed in service to the community at a moment's notice. The SCBA's will also facilitate the ability to train without removing SCBA from front-line apparatus.

Financial Impact:

The purchase of the SCBA's will be utilizing Sourcewell Buying Group pricing. The Sourcewell contract number is 011824-MSS. This project is included in the 2025 Capital Improvement program project 5FD06.

Emergency Provision:

Yes - To provide for the health and safety of firefighters and the public.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Vogelpohl Quote 12 SCBA
2. VOGELPOHL FIRE-ORD

QUOTE



VOGELPOHL FIRE EQUIPMENT

2770 Circleport Drive Erlanger, KY 41018
www.vogelpohlfire.com

Quote #: Q012221
Date: Jan 16, 2025
Expiration: Jun 30, 2025
Contact: Mike Rust
Cell: 859-653-0183
Email: mike.rust@vogelpohlfire.com

ISSUED TO

Daniel Korte
Fairfield Fire Dept
375 Nilles Rd
Fairfield OH 45014

Payment Terms		Freight	
Net Due in 15 Days		Not Included	
Qty	Description	Each	Extended
12	MSA, A-G1FS-444MD2C1LAR, G1 SCBA 4500 psi, Quick Connect Option, Serviceable Tunnel with Chest Strap, Adjustable Swiveling Lumbar Pad, Waist Mount Quick Fill, Speaker Module, HUD, PASS Right Shoulder, Rechargeable Battery	\$7,515.76	\$90,189.12
14	10175708: MSA, CYL VLV QC G1 RC 4500 PSIG 66CF LP PKGD	\$1,285.02	\$17,990.28
12	10175708: MSA, CYL VLV QC G1 RC 4500 PSIG 66CF LP PKGD, (2025 PROMO BOGO)(END JUNE 30, 2025)	\$0.00	\$0.00
12	10156459: MSA, Fcpc,G1, FS, MD, MD NC, 4PT KEVLAR,W/BOX	\$394.68	\$4,736.16
1	10169711: MSA, RIT SYS,G1,QF,FD17,Gauge,FCPC,Reg,4500	\$5,644.08	\$5,644.08
1	10156426-SP: MSA, CYL. ASSY, G1, RC, 4500 PSIG, 60MIN,PKG	\$1,527.90	\$1,527.90
1	RBL20: True North, L-2 RIT Bag	\$285.08	\$285.08
26	MSA, Cylinder Fairfield LOGO	\$60.00	\$1,560.00
	FREIGHT-S: Freight for Equipment, (NO CHARGE)	\$0.00	\$0.00
12	427R WVFE LOGO: VFE, Red Facepiece Bag with VFE Logo (NO CHARGE)	\$0.00	\$0.00

\$121,932.62

Thank you for the opportunity to provide you with this proposal.

16412

Contract Information

Cooperative Name	Sourcewell
Contract Name	Safety and personal protection equipment
Contract Number	011824-MSS
Contract Term	06/17/2024 - 03/29/2028
Categories	Public Safety Public Safety: Firefighting

Benefits

Sourcewell contract 011824-MSS gives access to the following types of goods and services:

- Respiratory protection
- Supplied-air respirators (SCBA)
- SCBA parts and accessories
- Gas masks
- Gas mask parts and accessories
- Air-purifying respirators
- APR parts and accessories
- PAPR systems
- RIT systems
- Integrated TICs
- Connected firefighter platform
- Accountability systems

Locate your local dealer or representative (<https://us.msasafety.com/where-to-buy/fire-service>)

(nongovernment site)

Pricing and How to Order

Information in this file is subject to change

Contract 011824-MSS - Price Information

(<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10847/00005782/Additional%20Documents/MSA%20Safety%20Services%20011824-MSS%20Pricing.pdf>)

Have questions on this contract?

Contact our dedicated team (<https://forms.sourcewell.org/f/GeneralContactForm>) or call 877-585-9706.

Documents

[Contract \(https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7798/2abd8d51a1a296c9f4eebcc10828574b9bb4a9cc/MSA-20Safety-20Contract-20011824.pdf\)](https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7798/2abd8d51a1a296c9f4eebcc10828574b9bb4a9cc/MSA-20Safety-20Contract-20011824.pdf)

[Request for Proposal \(RFP\) \(https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7799/c1b24bd2b57e13f8c566454093aac9eed9ad3bcd/RFP-20and-20Addendums-SCBA-20011824.pdf\)](https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7799/c1b24bd2b57e13f8c566454093aac9eed9ad3bcd/RFP-20and-20Addendums-SCBA-20011824.pdf)

[Proof of Publication \(https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7800/3b74278456181dbff511db066b59b192cfe3ad88/Proof-20of-20Publication-SCBA-20011824.pdf\)](https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7800/3b74278456181dbff511db066b59b192cfe3ad88/Proof-20of-20Publication-SCBA-20011824.pdf)

[Proposal Opening Record \(https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7801/b4b783bca3a1d928da6cc6cf1bd87973a7a248a9/Prop.-20Opening-20Record-SCBA-20011824.pdf\)](https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7801/b4b783bca3a1d928da6cc6cf1bd87973a7a248a9/Prop.-20Opening-20Record-SCBA-20011824.pdf)

[Proposal Evaluation \(https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7802/5ee5a46bd6fd2f6e966423daa020fa9542496681/Prop.-20Eval.-SCBA-20011824.pdf\)](https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7802/5ee5a46bd6fd2f6e966423daa020fa9542496681/Prop.-20Eval.-SCBA-20011824.pdf)

[Comment & Review \(https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7803/a1e1cd31b7d7b9a8fec300186e5c84fa69e9b501/Comment-20and-20Review-SCBA-20011824.pdf\)](https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7803/a1e1cd31b7d7b9a8fec300186e5c84fa69e9b501/Comment-20and-20Review-SCBA-20011824.pdf)

[Board Resolutions \(https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7804/a40ad760b802b2089ef9a90d1643026f20d8cdea/Board-20Resolutions.pdf\)](https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/7804/a40ad760b802b2089ef9a90d1643026f20d8cdea/Board-20Resolutions.pdf)

Contacts**Brittney Carr**

Channels Specialist

[brittney.carr@msasafety.com \(mailto:brittney.carr@msasafety.com\)](mailto:brittney.carr@msasafety.com)

724-741-7653

Scott McGuire

NNA Channels Manager

[scott.mcguire@msasafety.com \(mailto:scott.mcguire@msasafety.com\)](mailto:scott.mcguire@msasafety.com)

724-742-8028

Darin Narlock

Senior Supplier Development Executive - Sourcewell

[darin.narlock@sourcewell-mn.gov \(mailto:darin.narlock@sourcewell-mn.gov\)](mailto:darin.narlock@sourcewell-mn.gov)

218-541-5250

Shaun Carr

Supplier Development Specialist - Sourcewell

[shaun.carr@sourcewell-mn.gov \(mailto:shaun.carr@sourcewell-mn.gov\)](mailto:shaun.carr@sourcewell-mn.gov)

218-541-5328

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH VOGELPOHL FIRE EQUIPMENT, INC. FOR THE PURCHASE OF SCBA EQUIPMENT FOR THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to execute a contract with Vogelpohl Fire Equipment, Inc. for the purchase of SCBA Equipment for the Fire Department in accordance with the contract on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the immediate addition of SCBA’s to equip reserve apparatus will protect the health and safety of firefighters and residents; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	—	—	
		Mayor’s Approval	
Posted	—		
First Reading	—	Rules Suspended	—
Second Reading	—	Emergency	—
Third Reading	—		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

Water Division / Contract with Chemicals Inc. USA, for the purchase of bulk 12.5% Sodium Hypochlorite

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Chemicals, Inc. USA for the purchase of bulk 12.5% Sodium Hypochlorite and declaring an emergency.

- Legislation – First Reading
- Motion – Suspend Second and Third Readings
- Motion – Adoption

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Chemicals Inc. USA, for the purchase of bulk 12.5% Sodium Hypochlorite

Discussion:

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. The Division is currently upgrading chemical treatment process related to disinfection and fluoridation, installing new chemical feed components and bulk storage containers. The chemical treatment systems are needed so that the City can comply with regulatory requirements. Currently the Division is disinfecting drinking water with use of 12.5% Sodium Hypochlorite which is being purchased in totes. The upgrade project is nearing substantial completion and the Public Utilities Department would like to secure contractual pricing for the bulk purchase of the chemical.

This contract was prepared for competitive bidding, with five (5) bids received on March 24, 2025. Public Utilities Department staff is recommending that a one (1) year contract, with City option for two (2) additional one (1)-year terms, be awarded to Chemicals Inc. USA, who provided the lowest and best bid. The bid is summarized on the attached sheet.

The current purchasing price of 12.5% Sodium Hypochlorite is \$0.34 per pound; the new contract price will be \$0.186 per pound, a decrease of 45%.

Financial Impact:

The purchase of 12.5% Sodium Hypochlorite is included in the annual operating budget for the Water Division; no additional appropriation is required.

Emergency Provision:

Yes, emergency provisions are requested to expedite the purchase of bulk 12.5% Sodium Hypochlorite in order to protect the safety and quality of the City's drinking water for the protection of public health.

Rule Suspension Requested:

Yes, rules suspension is requested to expedite the purchase of bulk 12.5% Sodium Hypochlorite

ATTACHMENTS:

1. Sodium Hypochlorite 12.5%
2. CHEMICALS INC USA-ORD

City of Fairfield
 Bid Tabulation for
 SODIUM HYPOCHLORITE 12.5%
 Bid Opening: March 24, 2025

	BIDDER								
	Univar Solutions USA 929 Nelson Place Trenton, OH 45067 513-969-7393			JCI Jones Chemicals Inc 600 Bethel Ave Beech Grove, IN 46107 317-787-8382			Chemicals Inc USA 270 Osborne Dr Fairfield, OH 45014 513-682-2000		
	Year 1	Year 2 - Option	Year 3 - Option	Year 1	Year 2 - Option	Year 3 - Option	Year 1	Year 2 - Option	Year 3 - Option
Sodium Hypochlorite 12.5% Cost/lb Including Delivery	\$ 0.2220	\$ 0.2520	\$ 0.2720	\$ 0.1873* *Valid through 6/30/26 unless initial contract expires sooner	\$ 0.1972	\$ 0.2071	\$ 0.1860	\$ 0.1860	\$ 0.1910
Three (3) Year Average Cost	\$ 0.248667			\$ 0.197200			\$ 0.187667		

These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bidder.

City of Fairfield
 Bid Tabulation for
SODIUM HYPOCHLORITE 12.5%
 Bid Opening: March 24, 2025

	BIDDER					
	Alexander Chemical Corportation 7593 S First Road LaPort, IN 46350 800-348-8827			Brenntag Mid-South Inc 324 East Yusen Drive Georgetown, KY 40324 502-863-0084		
	Year 1	Year 2 - Option	Year 3 - Option	Year 1	Year 2 - Option	Year 3 - Option
Sodium Hypochlorite 12.5% Cost/lb Including Delivery	\$ 0.2240* *Based on 3,000 gal deliveries	No Bid	No Bid	No Bid	No Bid	No Bid
Three (3) Year Average Cost	N/A			No Bid		

These bids will be reviewed by the Public Utilities will be made to Council. There is no guarantee tl to the lowest bidder. Contracts are awarded to t and the lowest bidder.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH CHEMICALS, INC. USA FOR THE PURCHASE OF BULK
12.5% SODIUM HYPOCHLORITE AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Chemicals, Inc. USA for the purchase of bulk 12.5% Sodium Hypochlorite in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the purchase of 12.5% bulk Sodium Hypochlorite be ordered to protect the safety and quality of the City’s drinking water for the protection of public health; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
	—	— Mayor’s Approval
Posted	_____	
	—	
First Reading	_____	Rules Suspended _____
	—	—
Second Reading	_____	Emergency _____
	—	—
Third Reading	_____	
	—	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

_____ Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

Water Division / Contract with Univar Solutions USA, for the purchase of bulk 23-25% Hydrofluosilicic Acid (Fluoride)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Univar Solutions USA, for the purchase of bulk 23-25% Hydrofluosilicic Acid (Fluoride) and declaring an emergency.

- Legislation – First Reading
- Motion – Suspend Second and Third Readings
- Motion – Adoption

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Univar Solutions USA, for the purchase of bulk 23-25% Hydrofluosilicic Acid (Fluoride)

Discussion:

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. The Division is currently upgrading chemical treatment process related to disinfection and fluoridation, installing new chemical feed components and bulk storage containers. The chemical treatment systems are needed so that the City can comply with regulatory requirements. Currently the Division is utilizing Hydrofluosilicic Acid for the fluoridation treatment process which is being purchased in 55 gallon drums. The upgrade project is nearing substantial completion and the Public Utilities Department would like to secure contractual pricing for the bulk purchase of the chemical.

This contract was prepared for competitive bidding, with four (4) bids received on March 24, 2025. Public Utilities Department staff is recommending that a one (1) year contract, with City option for two (2) additional one (1)-year terms, be awarded to Univar Solutions USA, who provided the lowest and best bid. The bid is summarized on the attached sheet.

The current purchasing price of 23-25% Hydrofluosilicic Acid is \$0.38 per pound; the new contract price will be \$0.25 per pound, a decrease of 34%.

Financial Impact:

The purchase of 23-25% Hydrofluosilicic Acid is included in the annual operating budget for the

Water Division; no additional appropriation is required.

Emergency Provision:

Yes, emergency provisions are requested to expedite the purchase of bulk 23-25% Hydrofluosilicic Acid in order to protect the safety and quality of the City's drinking water for the protection of public health.

Rule Suspension Requested:

Yes, rules suspension is requested to expedite the purchase of bulk 23-25% Hydrofluosilicic Acid

ATTACHMENTS:

1. Hydrofluosilicic Acid 23-25%
2. UNIVAR SOLUTIONS USA-ORD

City of Fairfield
 Bid Tabulation for
 HYDROFLUOSILICIC ACID 23-25%
 Bid Opening: March 24, 2025

	BIDDER								
	Univar Solutions USA 929 Nelson Place Trenton, OH 45067 513-969-7393			Pencco, Inc. PO BOX 600 San Felipe, TX 77473 979-885-0005			Alexander Chemical Corportation 7593 S First Road LaPort, IN 46350 800-348-8827		
Base Bid	Year 1	Year 2 - Option	Year 3 - Option	Year 1	Year 2 - Option	Year 3 - Option	Year 1	Year 2 - Option	Year 3 - Option
Hydrofluosilicic Acid 23-25% Cost/lb Including Delivery	\$ 0.2500	\$ 0.2500	\$ 0.2500	No Bid	No Bid	No Bid	\$ 0.4400* *Based on 1,500 gal deliveries	No Bid	No Bid
Three (3) Year Average Cost	\$ 0.2500			No Bid			N/A		

These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bidder.

City of Fairfield
Bid Tabulation for
HYDROFLUOSILICIC ACID 23-25%
Bid Opening: March 24, 2025

	BIDDER		
	Brenntag Mid-South Inc 324 East Yusen Drive Georgetown, KY 40324 502-863-0084		
Base Bid	Year 1	Year 2 - Option	Year 3 - Option
Hydrofluosilicic Acid 23-25% Cost/lb Including Delivery	No Bid	No Bid	No Bid
Three (3) Year Average Cost	No Bid		

These bids will be reviewed by the Public Utilities
will be made to Council. There is no guarantee t
to the lowest bidder. Contracts are awarded to t
and the lowest bidder.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UNIVAR SOLUTIONS USA FOR THE PURCHASE OF BULK 23-25% HYDROFLUOSILICIC ACID (FLUORIDE) AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to enter into a contract with Univar Solutions USA for purchase of bulk 23-25% Hydrofluosilicic Acid (Fluoride) in accordance with the bid file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that purchase of 23-25% Hydrofluosilicic Acid (Fluoride) be ordered to protect the safety and quality of the City’s drinking water for the protection of public health; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
	—	— Mayor’s Approval
Posted	_____	
	—	
First Reading	_____	Rules Suspended _____
	—	—
Second Reading	_____	Emergency _____
	—	—
Third Reading	_____	
	—	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Adam Sackenheim, Assistant City Manager COO
Department: Public Utilities

Subject:

Public Water System Interconnection Agreement with Butler County

Legislation Title:

Resolution authorizing the City Manager to execute an agreement with the Butler County Board of Commissioners Butler County, Ohio for the purchase of water during emergency events, through a water system interconnection near Tylersville Road and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council pass a resolution authorizing the City Manager to execute an agreement with the Butler County Board of Commissioners for the purchase of water during emergency events, through a water system interconnection near Tylersville Road.

Discussion:

The City of Fairfield maintains public water supply interconnections with several neighboring public water systems that can be activated in the event of an emergency - such as a major water main break or major structure fire. Interconnections are one of the most essential components of a public water system for the purposes of system resiliency and redundancy.

The City recently constructed a new water system interconnection with Butler County's water system near the intersection of Tylersville Road and Seward Road. The interconnection was permitted and approved by the Ohio Environmental Protection Agency in April of 2024. This interconnection would be able to provide a source of water into Fairfield's northeast distribution zone in the event of an emergency.

The attached 'Purchase Agreement for Emergency Water Interconnection at Tylersville Road' formalizes the authorized use of the interconnection by and between the City and the County, and provides mechanisms to address notifications, water metering, water billing, and water quality.

Financial Impact:

Any charges associated with water use under this agreement will be paid from the Public

Utilities Department operating budget.

Emergency Provision:

Yes. Emergency provisions are needed to preserve public health, safety, and the environment by enabling emergency water usage between public water systems.

Rule Suspension Requested:

Yes.

ATTACHMENTS:

1. 2025-03-19 BCWS - Fairfield PWS Interconnection agreement_02272025
2. BUTLER COUNTY BOARD OF COMMISSIONERS-RES

Purchase Agreement for Emergency Water Interconnection at Tylersville Road

This is an agreement entered into on the dates stated below, for the purchase of water to meet emergencies, by and between the City of Fairfield, Ohio, 5350 Pleasant Avenue, Fairfield, Ohio 45014 ("Fairfield"), and the Board of County Commissioners Butler County Ohio, 315 High Street, Hamilton, Ohio 45011 ("Butler County").

WHEREAS, Fairfield's Public Utilities Department is a municipal water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, Butler County's Water and Sewer Department is a county water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, Fairfield pursuant to Ohio Rev. Code §§ 743.07 and Ohio Constitution Article 18, Section 4, has the authority to contract for the purchase from and sale of surplus water to Butler County; and Butler County pursuant to Ohio Rev. Code §§ 307.15, 6103.02 and 6103.21, et seq. has the authority to contract for the purchase from and sale of surplus water to Fairfield;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, Fairfield and Butler County, in a cooperative effort to provide each other with a source of domestic water to meet emergencies, hereby agree as follows:

Section 1. Purpose of the Agreement. In the event of an emergency, the parties shall buy and sell treated water to and from each other subject to the capacity of the selling party to provide the water requested and as provided for in this Agreement. "Emergency" for purposes of this Agreement, shall mean and include any situation arising from fire, flood, storm, breakdown of a system or non-potable condition of water in a system, or similar emergency condition causing an immediate threat to the life, health or property of the users of the water system experiencing the emergency.

This Agreement is limited to the purchase and sale of water for emergency purposes only. The parties may enter into separate agreements in the future dealing with the sale of water by Fairfield to Butler County or Butler County to Fairfield for other purposes, but such agreements shall not affect this agreement.

Nothing in this Agreement requires either party to buy water from the other party in the event of an emergency; nor does it prohibit either party from purchasing water from other sources.

It is expressly understood and agreed that the purchasing party, in paying the costs and charges set forth herein, is purchasing water and not any portion of the physical plant, mains or other property of the selling party used in providing said water.

Section 2. Notification. Whenever possible, the user shall inform the supplier 24-hours prior to water usage, allowing the supplier to make necessary system changes to supply the requested water. If 24-hour prior notification is not possible the user shall inform the supplier before operating the interconnect valve. The user shall provide the supplier with meter readings or estimates of quantity used within 24-hours of the end of water usage.

Emergency contact number for Fairfield Public Utilities:
513-858-7775

Emergency contact number for Butler County Water and Sewer Department:
513-887-3686.

Section 3. Supply Period. In no event, without the written consent of the entity providing water, shall the emergency provision of this agreement require providing such water to meet an emergency for a longer period than 30 days.

Section 4. Interconnection. Water use volume shall be metered through an existing 6" ultrasonic meter installed in the interconnection vault located at the southwest corner of the intersection of Tylersville Road and Seward Road, as shown in Exhibit C.

The interconnection vault shall include a meter, two internal gate valves, and a pressure reducing valve. The interconnection vault and associated appurtenances shall be solely owned and maintained by Fairfield, as Fairfield is the primary beneficiary of this agreement. The 12" water main that extends underneath Seward Road and connects the vault to the Butler County water system will also be owned and maintained by Fairfield, up to but not including the 10" valve on the east side of Seward Road. See Exhibits A and B.

Either party shall have the right to test and exercise the interconnection and associated valving as needed. Each party, throughout the term of this Agreement, shall allow unrestricted access to the interconnection vault for the purposes of operation and testing.

Section 5. Compensation. The entity using water from the interconnection shall compensate the supplier at the supplier's water usage rates in effect at the time of said usage. Butler County's rate charged to City of Fairfield for water taken through the emergency interconnection shall be billed at the Block 1 rate in effect at the time of withdrawal. Fairfield's rate charged to Butler County for water taken through the emergency interconnection shall be billed at the standard 'Residential / Commercial' rate in effect at the time of the withdrawal. The supplier shall invoice the user, and the user shall provide payment within twenty calendar days in accordance with the rate set forth above.

Section 6. Water Quality. Each entity shall provide the other with water, at the interconnection point, of a quality satisfactory to the Ohio Environmental Protection Agency. Butler County shall have no responsibility for the quality of water once it passes through an interconnection into Fairfield's distribution system. Fairfield, likewise, shall have no responsibility for the quality of water once it passes through an interconnection into Butler County's distribution system.

Section 7. Agreement Term. This Agreement shall continue in full force and effect until terminated by either party. Either Butler County or Fairfield may terminate the agreement at any time by providing written notice not less than six months in advance of the effective termination date. In the event of such termination of this agreement, both parties shall be paid in full for all fees, charges, expenses, or monies otherwise owed prior to the date of termination.

Section 8. Existing Waterworks. - Butler County and Fairfield shall continue to own, operate, and maintain their independent and separate waterworks, service their respective water customers, and extend and/or alter their respective waterlines and services within their water service areas. Nothing

in this Agreement shall be construed to alter or expand the service area or jurisdiction of any party to this Agreement. Nor shall either party be required to violate the terms of any agreements relating to its respective service area or jurisdiction.

Both parties shall operate their respective systems so as not to cause harmful backflow or pressure surges into the other's system through the connection provided herein or any that may be added at a later date.

Section 9 - Rates. - Both Butler County and Fairfield shall have the sole right to set consumer user rates for their respective water customers.

Section 10 - Future Modifications. - This Agreement may be modified or amended only by written instrument duly authorized and executed by both Butler County and Fairfield.

Section 11 - Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties. Neither party may assign or otherwise transfer its rights and obligations in this agreement without the written consent of the other party.

Section 12 - Amendment. This Agreement may be amended in writing and executed by properly authorized representatives of both parties.

Section 13. Controlling Law and Venue. This Agreement shall be construed under the laws of the State of Ohio. The parties further stipulate to the venue for any disputes and interpretation of this agreement shall be exclusively the Butler County Court of Common Pleas.

Section 14 - Validity. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such part is wholly dependent for its operation upon the part declared invalid.

IN WITNESS WHEREOF, the City of Fairfield, through its City Manager, as authorized by Resolution Number _____ passed by the City of Fairfield City Council on _____ and the Board of County Commissioners, authorized by Resolution Number _____ adopted on _____ hereunto set their hands as of the day and year first mentioned above.

WITNESS

CITY OF FAIRFIELD

City Manager

APPROVED AS TO FORM


City Law Director

WITNESS

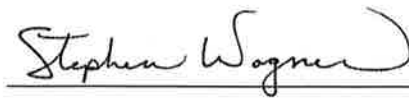
BUTLER COUNTY COMMISSIONERS

County Commissioner

County Commissioner

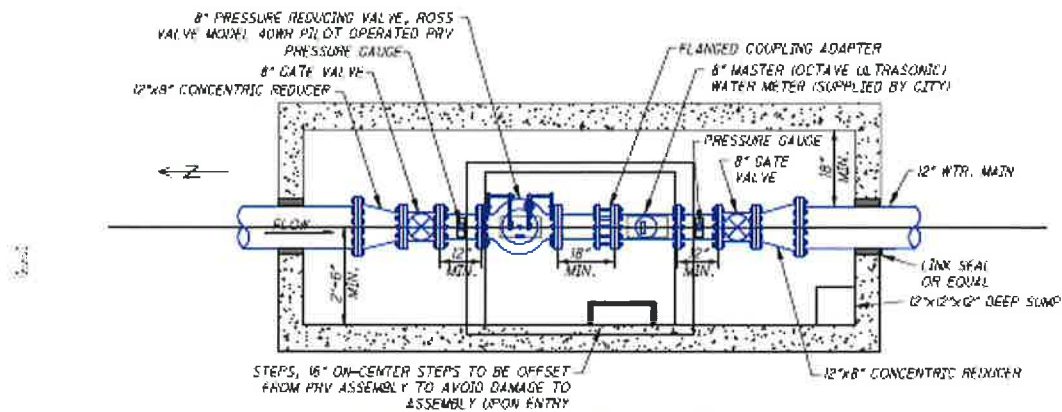
County Commissioner

APPROVED AS TO FORM

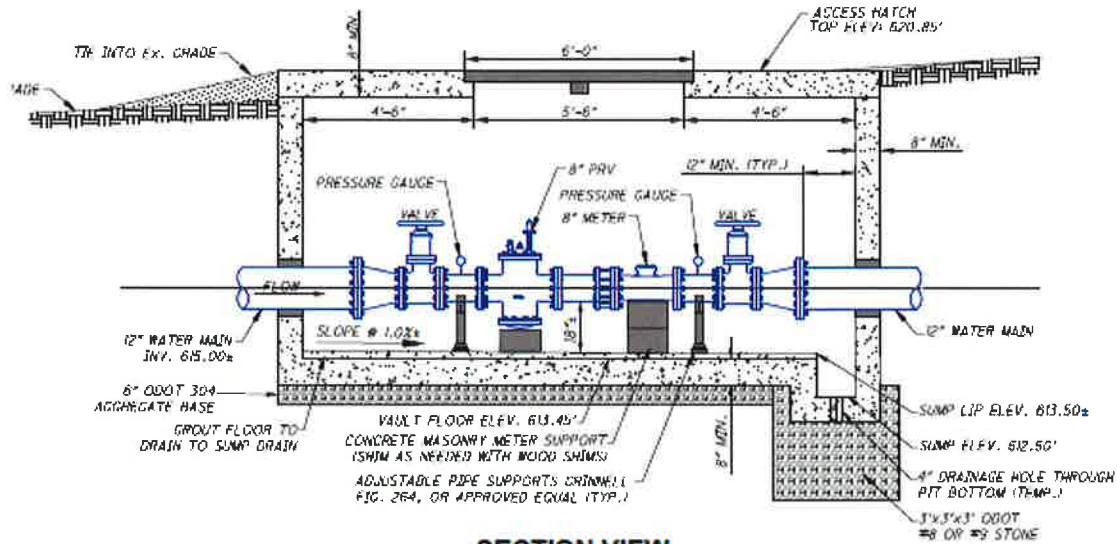
 March 14, 2025
Butler County Prosecutor's Office Date

[illegible]

Exhibit B: Interconnection vault components and details



INTERNAL COMPONENTS - TOP VIEW



SECTION VIEW

SCALE: 1"=2' (ALL VIEWS)

EXHIBIT C



BUTLER COUNTY WATER AND SEWER
FOR INFORMATIONAL PURPOSES ONLY
NOT INTENDED FOR USE AS A SURVEY
BUTLER COUNTY, OHIO



1 inch = 100 feet



RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS BUTLER COUNTY, OHIO FOR THE PURCHASE OF WATER DURING EMERGENCY EVENTS, THROUGH A WATER SYSTEM INTERCONNECTION NEAR TYLERSVILLE ROAD AND DECLARING AN EMERGENCY.

WHEREAS, The City of Fairfield maintains public water supply interconnections with Butler County that can be activated in the event of an emergency – such as a major water main break or major structure fire;

WHEREAS, The City of Fairfield recently constructed a new water system interconnection with the Butler County’s water system near the intersection of Tylersville Road and Seward Road;

WHEREAS, a “Purchase Agreement for Emergency Water Interconnection at Tylersville Road” will formalize the authorized use of the interconnection by and between the City of Fairfield and Butler County.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to enter into an agreement with the Board of County Commissioners Butler County, Ohio for the purchase of water during emergency events through a water system interconnection near Tylersville Road in accordance with the agreement on file in the office of the City Manager.
- Section 2.

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that enabling purchase of water during emergency events will ensure continuous supply of safe water for residents; wherefore, this Resolution shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor’s Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\BUTLER COUNTY BOARD OF COMMISSIONERS-RES



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Storm Sewer Repair – Corrugated Metal Pipe Invert Lining

Legislation Title:

Ordinance to authorize the City Manager to execute a contract with Proshot Concrete, Inc. for Storm Sewer Repair – Corrugated Metal Pipe Invert Lining and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that funding be appropriated from the Capital Improvement Fund as described in the Financial Impact and that Council authorize the City Manager to utilize the State of Ohio Department of Transportation Contract through a contract with Proshot Concrete Inc.

Discussion:

These are a 48” diameter corrugated metal pipe on Port Union Road, a 54” diameter corrugated metal pipe on Gilmore Drive, and a 72” diameter corrugated metal pipe on Gelhot Drive. These pipes are starting to fail and need lined to prevent future failures. These pipes are in poor condition and due to the size of the pipes, are in danger of causing larger sinkholes and putting the roadways above them at risk.

The City’s drainage crew has routinely made repairs to storm sewers but the need for specialized methodology and equipment warrants some help from an outside contractor. We have lined pipes like these as recently as last year in two locations under the ODOT state bid.

We have solicited a proposal from Proshot Concrete under the State Bid contract to perform this work listed under the State of Ohio Department of Transportation Contract ID 313-26 Invert Maintenance Contract with permission of use granted by the Ohio Revised Code Section 5513.01(B).

Financial Impact:

\$125,000.00 (\$115,284.86 base proposal and \$9,715.14 for contingencies and other Public Works needs) from the Capital Improvement Fund for the labor, material, and equipment to repair the storm sewers on Port Union Road, Gilmore Drive, and Gelhot Drive.

The project funding for this work is in the Capital Improvements Program for 2025-2029 under 5PW55 (CMP Storm Sewer Field Paving Inverts).

Emergency Provision:

A suspension of rules and emergency provision are being requested in order to schedule and perform this critical infrastructure repair as soon as practicable.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 2025 culvert invert lining state bid estimate
2. 313-26 State contract
3. PROSHOT CONCRETE-ORD

City of Fairfield
 Bid Tabulation for 2025 Culvert -
 Bid Opening: State Contract
 Engineer's Estimate: S

				BIDDER (Name/Address/Phone)		BIDDER (Name/Address/Phone)		BIDDER (Name/Address/Phone)		BIDDER (Name/Address/Phone)	
				Proshot Concrete Inc.		Turnkey Tunneling, Inc		National Shotcrete dba National Gunitite		Madex Construction Co.	
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Port Union Road Culvert										
1	Mobilization	1	Each	\$ 3,500.00	\$ 3,500.00	\$ 6,315.00	\$ 6,315.00	\$ 3,000.00	\$ 3,000.00	\$ 4,750.00	\$ 4,750.00
2	Invert Lining 48"	35	LF	\$ 286.00	\$ 10,010.00	\$ 300.00	\$ 10,500.00	\$ 368.00	\$ 12,880.00	\$ 396.00	\$ 13,860.00
3	Additional Concrete	-	CY	\$ 400.00	\$ -	\$ 545.00	\$ -	\$ 325.00	\$ -	\$ 775.00	\$ -
4	Traffic Control	1	Each	\$ 750.00	\$ 750.00	\$ 5,830.00	\$ 5,830.00	\$ 4,500.00	\$ 4,500.00	\$ 4,750.00	\$ 4,750.00
5	Flaggers		Each	\$ 80.00	\$ -	\$ 152.00	\$ -	\$ 96.00	\$ -	\$ 98.00	\$ -
	Gilmore Dr										
6	Mobilization, 3mile	1	Each	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93
7	Invert Lining 54"	205	LF	\$ 297.00	\$ 60,885.00	\$ 310.00	\$ 63,550.00	\$ 375.00	\$ 76,875.00	\$ 402.00	\$ 82,410.00
8	Additional Concrete	-	CY	\$ 400.00	\$ -	\$ 545.00	\$ -	\$ 325.00	\$ -	\$ 775.00	\$ -
9	Traffic Control	1	Each	\$ 750.00	\$ 750.00	\$ 5,830.00	\$ 5,830.00	\$ 4,500.00	\$ 4,500.00	\$ 4,750.00	\$ 4,750.00
10	Flaggers	8	Each	\$ 80.00	\$ 640.00	\$ 152.00	\$ 1,216.00	\$ 96.00	\$ 768.00	\$ 98.00	\$ 784.00
	Gelhot Dr										
6	Mobilization, 3mile	1	Each	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93	\$ 153.93
7	Invert Lining 72"	118	LF	\$ 314.00	\$ 37,052.00	\$ 355.00	\$ 41,890.00	\$ 461.00	\$ 54,398.00	\$ 429.00	\$ 50,622.00
8	Additional Concrete	-	CY	\$ 400.00	\$ -	\$ 545.00	\$ -	\$ 325.00	\$ -	\$ 775.00	\$ -
9	Traffic Control	1	Each	\$ 750.00	\$ 750.00	\$ 5,830.00	\$ 5,830.00	\$ 4,500.00	\$ 4,500.00	\$ 4,750.00	\$ 4,750.00
10	Flaggers	8	Each	\$ 80.00	\$ 640.00	\$ 152.00	\$ 1,216.00	\$ 96.00	\$ 768.00	\$ 98.00	\$ 784.00
Total Base Bid Amount					\$ 115,284.86		\$ 142,484.86		\$ 162,496.86		\$ 167,767.86

ITB 313 Culvert Maintenance 1/30/25
(Formerly contracts 314, 315, 316, and 317)
REQUIREMENTS/SPECIFICATIONS

Section 1: Intent

The purpose of this invitation to bid is to establish term contract pricing for:

1. furnishing, installing, and grouting liner pipe into existing conduits (837)
~~a. Liner Pipe Welder pricing tab must be completed if installed option is bid.~~
2. furnishing liner pipe materials only (837)
3. furnishing, installing, a close-fit pipe liner liner system (899)
 - a. Must complete Traffic Control, EQ & LB tab if installed option is bid.
4. furnishing, installing, and grouting joints seals in existing conduits
5. furnishing joints seal materials only
6. furnishing equipment and labor for cleanout of culvert and storm drains
7. furnishing, installing, materials for existing conduit repair by use of field paving
8. furnishing Geosynthetic Cementitious Composite Mat (936) materials only

Vendors may bid on one, more than one, or all(8) options listed on this contract. Vendor is not required to bid on each type of work.

Section 2: Multiple Award

Due to the nature of the items and services required or when a specific job is to be performed, the Department will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders. Therefore, this invitation constitutes a multiple award as set out in Section 5513.02 of the Ohio Revised Code.

Vendors may bid on one, more than one, or all sections of this contract.

As needs arise, Districts will review a tabulated list of the multiple awarded vendors who submitted a bid, and determine the vendor deemed to have the lowest responsible cost to the Department. An award does not guarantee that your company will receive a purchase order during the term of this contract, or that material will be released against an issued purchase order.

Manufacturer's names, trade names, brand names or catalog numbers are used only for description and to establish a market reference of the acceptable quality sought by the State. Other brand names found to be of equal quality will be considered.

Purchasing Off Contract Activity

ODOT reserves the right to utilize its direct purchasing authority and purchase from other sources off contract when responsive bidders are unable to meet the requirements of this contract. Additionally, the Department may choose to issue out to bid a construction contract for any services covered under this contract.

Section 3: Contract Duration

The effective duration of this agreement shall be from the **Date of Award** through **December 31, 2025**

Project Locations

The projects will be located within the counties of each of the twelve (12) Districts in the State of Ohio, as per the enclosed map. The locations provided below are the District Headquarters.
NOTE: Purchase orders when issued, will detail specific project locations within a District.

Invitation No. 313-26

District 1 – Lima	District 7 – Sydney
District 2 - Bowling Green	District 8 – Lebanon
District 3 - Ashland	District 9 – Chillicothe
District 4 - Akron	District 10 – Marietta
District 5 - Jacksontown	District 11 – New Philadelphia
District 6 - Delaware	District 12 – Garfield Heights

Section 4: Traffic Control

At the discretion of ODOT, either the Vendor or ODOT may provide traffic control for a project. The vendor shall provide pricing for traffic control, in the event they are required to provide this service. See pricing pages to provide cost.

Vendor will provide the necessary traffic control signing for the specified location. No lane closures will be permitted, unless deemed necessary by the District Highway Management Administrator, or District designee. Upon approval from the District Highway Management Administrator, or District designee, vendor will provide traffic control per OMUTCD. All staging areas and work will be in coordination with ODOT.

Payment for traffic control will be awarded for continuous flagging operations or lane closure(s), per preceding paragraph.

Advanced warning signs for shoulder work ahead, lane closure if permitted, or other signs providing notice, are to be considered as incidental to the various types of work performed.

Intermittent traffic stops by the vendor are not considered continuous flagging operations.

Vendor must provide ODOT with all traffic control setup/plan prior to erecting traffic control. Any questions relating to payment for traffic control shall be addressed at this time.

Where multiple sites exist for a project, and if a flagging operation is required for only a limited number of sites, the vendor and ODOT shall determine the sites where this is necessary, and coordinate sites in succession for these operations, or in such a manner that it eliminates downtime during the day. Flagging operations will only be paid for the sites requiring a flagging operation.

Section 5: Environmental Requirements

ODOT will coordinate with the District Environmental Coordinator (DEC) to perform an environmental review of the project sites and identify any environmental issues. ODOT will obtain the necessary permits for each site.

The vendor shall comply with the provisions of all environmental permits issued for each specific project location. Restrictions can include the location and timing of work, material utilized, curing water removal, tree removal, etc.

It will be the responsibility of the vendor to ensure they have a copy of the Permit(s) prior to the start of work.

Section 6: Liner Pipe

6.1 Intent

Furnish the appropriate liner pipe material and the required pipe liner size. The vendor will then install and grout the liner pipe within existing pipe. **Vendor shall be responsible for welding of pipe as required.**

6.2 Requirements

The Liner pipe is to be supplied and installed in accordance with the following, but not limited to, current approved Ohio Department of Transportation (ODOT) Specifications:

- ODOT Construction and Material Specifications (Spec Book)
- Supplemental Specification 800
- Supplemental Specification 832
- Supplemental Specification 837

Vendor shall

6.3 Project Inspection and Determination

The ODOT District will inspect the existing culvert, determine the appropriate material (liner pipe) for installation and calculate the required size. For vendor installed materials, during the Site Visit, the vendor shall measure and confirm size requirements. The District Environmental Coordinator (DEC) will identify environmental requirements in the workzone and obtain the necessary permits, approvals and conditions, of which the vendor shall comply.

6.4 Safety Data Sheets

Technical Specifications and Material Safety Data Sheets will be submitted with bid and each project.

6.5 Availability/Delivery: When the Department requires the service of the contract, the District will contact an awarded vendor and schedule site visits for all work locations.

6.6 Mandatory Site Visit(s): Before the acceptance of any work pursuant to this agreement, the ODOT and vendor(s) shall conduct a site visit for each proposed work location(s) to determine the scope of work, methods of installation, project start and completion dates, and to identify any potential project challenges.

6.7 As a result of the site visit, the vendor(s) may choose to decline any of the proposed projects and ODOT shall be able to move on to another awarded vendor to complete the work. It is the responsibility of the vendor to properly inspect the work location before agreeing to complete any work pursuant to this agreement.

6.8 ODOT shall not be held liable for extra costs incurred by the vendor for conditions that were known and evident upon inspection(s) of the work location(s). Unforeseen conditions that result in additional work needed shall be negotiated and agreed upon between the vendor and ODOT prior to any work being performed.

6.9 Acceptance of Work to be Performed: If after the site visit(s) the vendor accepts the project and the ODOT has agreed to the vendor's proposed method of installation and project timeline, the ODOT will issue a separate purchase order for each specific project location. This shall serve as the agreement between both parties for the work to be performed within the agreed upon timeframe (i.e. Project Start and Completion dates).

Note: Any changes to the originally agreed upon installation method or project schedule for the selected material shall be mutually agreed upon by both parties prior to any work (or further work if

project has already commenced) being completed on the project. ODOT reserves the right to reject the vendor's proposed method of installation if it feels that it would not be in the best interest of the Department. If a method of installation cannot be mutually agreed upon, the Department may cancel the agreement (i.e. Purchase Order) for that location and move onto another awarded contract vendor.

- 6.10 Restoration:** Vendor is to restore the work zone area to the original condition. This may include but is not limited to: all disturbed soil shall be restored, any excavated soil shall be restored per appropriate approved methods (benching if necessary), any and all clearing and grubbing necessary to complete installation shall be incidental to the cost of operation. Provide necessary seeding and mulching. All work shall be in accordance with 650 Roadsides in the CMS.

6.11 Mobilization

The vendor will submit a lump sum mobilization cost for each District they bid. See attached pricing sheet for additional details.

Since one project may consist of up to four sites, ODOT will compensate the awarded vendor a lump sum plus mileage for the second, third, and fourth sites, if applicable. Compensation will be a lump sum of \$150.00 for each additional site plus mileage. One vehicle for equipment and one vehicle for material will be paid at a rate of \$0.655 per mile. If one vehicle is used for both equipment and material, then the mileage compensation will only apply to that vehicle. Example: An equipment vehicle and material vehicle traveled 15 miles from site one to site two. The awarded vendor would receive $\$150.00 + (15 \text{ miles}) \times \$0.655 + (15 \text{ miles}) \times \$0.655 = \$169.65$

6.12 Method of Measurement

The Department will measure:

- Liner Pipe by the Linear Foot installed
- ~~Each Joint Weld Completed~~

6.13 Basis of Payment:

Unless otherwise stated, payment for Liner Pipe includes pipe cleaning, pipe preparation, flow bypass, liner, grouting, water, equipment, labor, testing, inspections, cleanup, and all other work required to complete the specified items.

~~Unless otherwise stated, payment will be for all weld materials, equipment, and labor used to properly complete welding of each weld joint completed and meets weld specifications for the type of pipe and materials used.~~

6.14 Prevailing Wages

When the project exceeds the prevailing wage threshold levels, this contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the vender shall comply with all provisions contained therein. By signing this bid, the bidder guarantees that the prevailing wage scale to be paid to all labor employed on this contract shall be in accordance with the published schedule of the prevailing hourly wage and fringe benefits ascertained and determined by Ohio Bureau of Employment Services for the county in which the work is being performed. The following links will provide information on prevailing wage requirements, rates and laws.

Prevailing Wage Threshold Levels Link

<https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/prevailing-wage-threshold-levels>

Prevailing Wage Information about Ohio's prevailing wage laws.

<https://ohio.gov/wps/portal/gov/site/jobs/resources/prevailing-wage>

Invitation No. 313-26

Prevailing Wage on State Projects with NO Federal Aid(PN 060 – 04/20/2018)

https://www.dot.state.oh.us/Divisions/ConstructionMgt/Specification%20Files/PN060_04202018_for_2023.pdf

Vendor shall be responsible for verification of current classification rates for work location(s). Prevailing wage rates may change throughout the life of the project and is the responsibility of the vendor to be in line with current rates.

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>

Truck drivers who are employed to deliver materials to the project site are exempt from prevailing wage **except** when the work performed is on the “site of work”. Site of Work includes the following:

- The physical place or places where the building or work called for in the contract will remain after the work is completed.
- Job headquarters, tool yards, batch plants, borrow pits, etc., provided they:
 1. Are located adjacent or virtually adjacent (**within a two mile radius**) to the site of the work described above.
 - and**
 2. Are dedicated exclusively, or nearly so to performance of the contract or project; 80% of the materials taken from the site must be used for the project.

Truck drivers who are Owner-operators are also exempt from prevailing wage. Owner-operators must have a purchase or bona fide lease agreement contract and demonstrate financial commitment, such as purchasing vehicle insurance, gasoline, etc. An Owner-operator includes a lessee of equipment, but there must exist a bona fide lease with evidence of independent contractor status. A lease calling for a share of revenues while being used, or short term in duration (3-5 years), will not qualify for Owner-operator status.

Section 7: Close-Fit Pipe Liner

7.1 Requirements

The close-fit liner pipe is to be supplied and installed in accordance with the following, but not limited to current approved Ohio Department of Transportation (ODOT) Specifications:

- ODOT Construction and Material Specifications (Spec Book)
- Supplemental Specification 899

<https://www.dot.state.oh.us/Divisions/ConstructionMgt/Pages/ProposalNotesSupplementalSpecificationsandSupplements.aspx>

https://www.dot.state.oh.us/Divisions/ConstructionMgt/Specification%20Files/899_01172025_for_2023.pdf

Cured In Place Pipe (CIPP) Material manufacturers must be enrolled in the AASHTO Pipe Lining Systems (PLS) program prior to award.

7.2 Calculations with Bid

For the close-fit pipe liner, the vendor shall submit “calculations” with the bid using the design parameters from SS899 for the following scenario:

- Flexible HOST PIPE = 24 inches
- OVALITY = 10%
- 3 ft. < HEIGHT OF COVER <= 20ft

The resulting thickness from this calculation shall match the thickness entered into the pricing page for this set of parameters.

Show all live, dead, and hydraulic loading, resistance factors, load factors, and physical liner material properties used in the calculations. The calculation represents the methodology for determining the thickness for each of the parameters listed on the pricing page. ODOT will review the calculations/methodology prior to final award of the contract.

The vendor shall include a statement that this calculation represents the same methodology used to provide all the proposed thicknesses submitted in this bid.

All information above must be submitted with your bid. These calculations must be “Stamped by a Registered Ohio Professional Engineer”.

7.3 Project Inspection and Determination

The ODOT District will inspect the existing conduit and calculate the required size for hydraulic capacity. The vendor will perform an inspection of the host conduit and ensure the provided thickness is structurally adequate if unanticipated pipe imperfections are discovered during the inspection. The District Environmental Coordinator (DEC) will identify environmental requirements in the workzone and obtain the necessary permits, approvals and conditions, of which the vendor shall comply.

7.4 Safety Data Sheets

Technical Specifications and Material Safety Data Sheets will be submitted with bid and each project.

7.5 Availability/Delivery: When the Department requires the service of the contract, the District will contact an awarded vendor and schedule site visits for all work locations.

- 7.6 Mandatory Site Visit(s):** Before the acceptance of any work pursuant to this agreement, the ODOT and vendor(s) shall conduct a site visit for each proposed work location(s) to determine the scope of work, methods of installation, project start and completion dates, and to identify any potential project challenges.
- 7.7** As a result of the site visit, the vendor(s) may choose to decline any of the proposed projects and ODOT shall be able to move on to another awarded vendor to complete the work. It is the responsibility of the vendor to properly inspect the work location before agreeing to complete any work pursuant to this agreement.
- 7.8** ODOT shall not be held liable for extra costs incurred by the vendor for conditions that were known and evident upon inspection(s) of the work location(s). Unforeseen conditions that result in additional work needed shall be negotiated and agreed upon between the vendor and ODOT prior to any work being performed.
- 7.9 Acceptance of Work to be Performed:** If after the site visit(s) the vendor accepts the project and the ODOT has agreed to the vendor's proposed method of installation and project timeline, the ODOT will issue a separate purchase order for each specific project location. This shall serve as the agreement between both parties for the work to be performed within the agreed upon timeframe (i.e. Project Start and Completion dates).

Note: Any changes to the originally agreed upon installation method or project schedule for the selected material shall be mutually agreed upon by both parties prior to any work (or further work if project has already commenced) being completed on the project. ODOT reserves the right to reject the vendor's proposed method of installation if it feels that it would not be in the best interest of the Department. If a method of installation cannot be mutually agreed upon, the Department may cancel the agreement (i.e. Purchase Order) for that location and move onto another awarded contract vendor.

7.10 Construction

Perform construction per SS899.05

- 7.11 Restoration:** Vendor is to restore the work zone area to the original condition. This may include but is not limited to: all disturbed soil shall be restored, any excavated soil shall be restored per appropriate approved methods (benching if necessary), any and all clearing and grubbing necessary to complete installation shall be incidental to the cost of operation. Provide necessary seeding and mulching. All work shall be in accordance with 650 Roadsides in the CMS.

7.12 Mobilization

The vendor will submit a lump sum mobilization cost for each District they bid. See attached pricing sheet for additional details.

Since one project may consist of up to four sites, ODOT will compensate the awarded vendor a lump sum plus mileage for the second, third, and fourth sites, if applicable. Compensation will be a lump sum of \$150.00 for each additional site plus mileage. One vehicle for equipment and one vehicle for material will be paid at a rate of \$0.655 per mile. If one vehicle is used for both equipment and material, then the mileage compensation will only apply to that vehicle. Example: An equipment vehicle and material vehicle traveled 15 miles from site one to site two. The awarded vendor would receive $\$150.00 + (15 \text{ miles}) \times \$0.655 + (15 \text{ miles}) \times \$0.655 = \$169.65$

7.13 Method of Measurement

The Department will measure:

- Close-Fit liner pipe liner by the number of feet of host pipe lined.

7.14 Basis of Payment:

Unless otherwise stated, payment for close-fit liner pipe includes pipe cleaning, pipe preparation, flow bypass, liner pipe, liner resins, water, equipment, labor, testing, inspections, cleanup, proper disposal of any waste, and all other work required to complete the specified items. Refer to pricing page.

7.15 Prevailing Wages

When the project exceeds the prevailing wage threshold levels, this contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the vender shall comply with all provisions contained therein. By signing this bid, the bidder guarantees that the prevailing wage scale to be paid to all labor employed on this contract shall be in accordance with the published schedule of the prevailing hourly wage and fringe benefits ascertained and determined by Ohio Bureau of Employment Services for the county in which the work is being performed. The following links will provide information on prevailing wage requirements, rates and laws.

Prevailing Wage Threshold Levels Link

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Prevailing Wage on State Projects with NO Federal Aid(PN 060 – 04/20/2018)

https://www.dot.state.oh.us/Divisions/ConstructionMgt/Specification%20Files/PN060_04202018_for_2023.pdf

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<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>

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 1. Are located adjacent or virtually adjacent (**within a two mile radius**) to the site of the work described above.
- and**
2. Are dedicated exclusively, or nearly so to performance of the contract or project; 80% of the materials taken from the site must be used for the project.

Truck drivers who are Owner-operators are also exempt from prevailing wage. Owner-operators must have a purchase or bona fide lease agreement contract and demonstrate financial commitment, such as purchasing vehicle insurance, gasoline, etc. An Owner-operator includes a lessee of equipment, but there must exist a bona fide lease with evidence of independent contractor status. A lease calling for a share of revenues while being used, or short term in duration (3-5 years), will not qualify for Owner-operator status.

Section 8: CONDUIT INTERNAL JOINT SEAL

Furnish and install an internal joint seal to repair failing joints and prevent soil infiltration on structurally sound culverts and storm sewers for various project locations.

Provide an internal joint seal that has a minimum 50 year service life.

8.1 Material

The internal joint seal will be composed of either mechanical expansion bands with locking assembly, a fiberglass based resin point repair, or an approved equal.

8.2 Pre-Installation Inspection.

Verify the size, material and shape availability to perform the repair with the manufacturer.

Provide a quality control inspection procedure to the engineer for acceptance prior to performing the repair.

Ensure the internal joint seal will extend a minimum of 4 inches from either side of the joint or greater as specified by the manufacturer.

8.3 Preparation.

Clean and remove all dirt and debris prior to installation of the internal joint seal.

Fill the voids with non-shrink, non-metallic grout per 705.20. Seals can be supplied without test valves.

8.4 Installation.

Compress the internal joint seal against the internal diameter of the pipe covering the joint to provide a watertight seal continuously for the entire conduit circumference.

Install the internal joint seal per the requirements of the manufacturer.

The internal joint seal, labor, equipment and any other incidentals necessary to complete the work are included as part of the work.

8.5 Availability/Delivery: When the Department requires the service of the contract, the District will contact an awarded vendor and schedule site visits for all work locations.

8.6 Mandatory Site Visit(s): Before the acceptance of any work pursuant to this agreement, the ODOT and vendor(s) shall conduct a site visit for each proposed work location(s) to determine the scope of work, methods of installation, project start and completion dates, and to identify any potential project challenges.

8.7 As a result of the site visit, the vendor(s) may choose to decline any of the proposed projects and ODOT shall be able to move on to another awarded vendor to complete the work. It is the responsibility of the vendor to properly inspect the work location before agreeing to complete any work pursuant to this agreement.

8.8 ODOT shall not be held liable for extra costs incurred by the vendor for conditions that were known and evident upon inspection(s) of the work location(s). Unforeseen conditions that result in additional work needed shall be negotiated and agreed upon between the vendor and ODOT prior to any work being performed.

8.9 Acceptance of Work to be Performed: If after the site visit(s) the vendor accepts the project and the ODOT has agreed to the vendor's proposed method of installation and project timeline, the

ODOT will issue a separate purchase order for each specific project location. This shall serve as the agreement between both parties for the work to be performed within the agreed upon timeframe (i.e. Project Start and Completion dates).

Note: Any changes to the originally agreed upon installation method or project schedule for the selected material shall be mutually agreed upon by both parties prior to any work (or further work if project has already commenced) being completed on the project. ODOT reserves the right to reject the vendor's proposed method of installation if it feels that it would not be in the best interest of the Department. If a method of installation cannot be mutually agreed upon, the Department may cancel the agreement (i.e. Purchase Order) for that location and move onto another awarded contract vendor.

8.10 Restoration: Vendor is to restore the work zone area to the original condition. This may include but is not limited to: all disturbed soil shall be restored, any excavated soil shall be restored per appropriate approved methods (benching if necessary), any and all clearing and grubbing necessary to complete installation shall be incidental to the cost of operation. Provide necessary seeding and mulching. All work shall be in accordance with 650 Roadsides in the CMS.

8.11 Mobilization

The vendor will submit a lump sum mobilization cost for each District they bid. See attached pricing sheet for additional details.

Since one project may consist of up to four sites, ODOT will compensate the awarded vendor a lump sum plus mileage for the second, third, and fourth sites, if applicable. Compensation will be a lump sum of \$150.00 for each additional site plus mileage. One vehicle for equipment and one vehicle for material will be paid at a rate of \$0.655 per mile. If one vehicle is used for both equipment and material, then the mileage compensation will only apply to that vehicle. Example: An equipment vehicle and material vehicle traveled 15 miles from site one to site two. The awarded vendor would receive $\$150.00 + (15 \text{ miles}) \times \$0.655 + (15 \text{ miles}) \times \$0.655 = \$169.65$

8.12 Method of Measurement

The Department will measure:

- Conduit Joint Seal – Each

8.13 Basis of Payment:

Unless otherwise stated, payment for Joint Seal includes pipe cleaning, pipe preparation, flow bypass, Seals, Bands, water, equipment, labor, testing, inspections, cleanup, and all other work required to complete the specified items.

8.14 Prevailing Wages

When the project exceeds the prevailing wage threshold levels, this contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the vender shall comply with all provisions contained therein. By signing this bid, the bidder guarantees that the prevailing wage scale to be paid to all labor employed on this contract shall be in accordance with the published schedule of the prevailing hourly wage and fringe benefits ascertained and determined by Ohio Bureau of Employment Services for the county in which the work is being performed. The following links will provide information on prevailing wage requirements, rates and laws.

Prevailing Wage Threshold Levels Link

<https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/prevailing-wage-threshold-levels>

Prevailing Wage Information about Ohio's prevailing wage laws.

<https://ohio.gov/wps/portal/gov/site/jobs/resources/prevailing-wage>

Prevailing Wage on State Projects with NO Federal Aid(PN 060 – 04/20/2018)

https://www.dot.state.oh.us/Divisions/ConstructionMgt/Specification%20Files/PN060_04202018_for_2023.pdf

Vendor shall be responsible for verification of current classification rates for work location(s). Prevailing wage rates may change throughout the life of the project and is the responsibility of the vendor to be in line with current rates.

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>

Truck drivers who are employed to deliver materials to the project site are exempt from prevailing wage **except** when the work performed is on the “site of work”. Site of Work includes the following:

- The physical place or places where the building or work called for in the contract will remain after the work is completed.
- Job headquarters, tool yards, batch plants, borrow pits, etc., provided they:

1. Are located adjacent or virtually adjacent (**within a two mile radius**) to the site of the work described above.

and

2. Are dedicated exclusively, or nearly so to performance of the contract or project; 80% of the materials taken from the site must be used for the project.

Truck drivers who are Owner-operators are also exempt from prevailing wage. Owner-operators must have a purchase or bona fide lease agreement contract and demonstrate financial commitment, such as purchasing vehicle insurance, gasoline, etc. An Owner-operator includes a lessee of equipment, but there must exist a bona fide lease with evidence of independent contractor status. A lease calling for a share of revenues while being used, or short term in duration (3-5 years), will not qualify for Owner-operator status.

Section 9: CULVERT CLEANOUT

9.1 Scope of Work:

This work shall consist of cleaning culverts and closed drainage systems, including drainage structures and manholes so that adequate, unobstructed free flowing drainage is restored. The work may include the removal and proper disposal of debris and sediment from culverts and closed drainage systems, including drainage structures and manholes.

9.2 Equipment:

The contractor is responsible for selecting the appropriate equipment to clean the items listed in this contract. Possible methods include but are not limited to the following: water jetting and or vacuum, horizontal drilling technology and small loader equipment.

The vendor shall list and provide a brief description of the equipment options to be utilized for this contract.

A culverts condition may warrant that certain equipment not be used. ODOT will evaluate and address any exclusions that may be necessary for a particular cleanout prior to the project start.

9.3 Site Pre-Inspection/Evaluation

When a cleanout is requested, ODOT will evaluate the condition of the drainage structure(s). The ODOT will contact one or more vendors to review the proposed drainage structure(s). Prior to any work, ODOT and vendor will address the anticipated project length of time, anticipated equipment/method, debris removal or containment, and any site-specific conditions that may exist for drainage structure(s) on the project

9.4 Work Details

Culverts, storm drains , and drainage structures shall be thoroughly cleaned to the satisfaction of ODOT.

All debris will be contained on site and will be the responsibility of ODOT to remedy unless removal is requested. Refer to 5.1. When removal of debris is required, the cost to haul away and properly dispose of debris will be reimbursed at cost, with proper invoicing. See pricing page for details.

ODOT can assist the vendor with a list of disposal sites and locations where they may be able to acquire water relative to the location of projects. The vendor is responsible for any coordination to dispose of materials and obtain water when necessary.

9.5 Open and Closed System

Conduit – Any structure that forms a passageway or conveys water under a roadway.

Culvert – Any structure that conveys water under a roadway with both ends open.

Storm Drain – Any structure that conveys water under a roadway with at least one closed end.

A closed system means that the structure has a catch basin or manhole at one or both ends.

An open system means that the structure has no catch basin, manhole, or other engineered covering to prevent direct access into the system at either end.

The pricing page will provide options for both an open and closed system.

9.6 Restoration of disturbed earth

When required, the vendor will prepare a suitable seedbed by grading and renovating existing soil, and furnishing and placing commercial fertilizer per State of Ohio Department of Transportation Construction and Material Specifications Item 654 Renovating Existing Soil and furnish seed and mulch per Item 659.

9.7 Acceptance of Work

Upon completion of the work, a joint inspection by the Engineer and the Vendor shall be made to ensure that each area of work is completed to the satisfaction of the Engineer.

If the vendor has available video or photography equipment to document the progress and completed work, this may serve as a useful tool to verify the work is completed to the satisfaction of the Engineer.

For work completed by the vendor and upon review is determined to be unsatisfactory, the vendor shall remedy the situation to the satisfaction of the Engineer.

9.8 Mobilization:

The vendor will submit one lump sum cost for general mobilization for each District they bid. Additional mobilization costs may be provided based on the type of equipment, MOT, length of contract, etc. See attached pricing sheet for additional details.

Payment for travel time between sites will be determined by the operators pay rate per hour, as paid by the employer. See pricing page for details and example.

Equipment mobilization between sites will be at the Federal rates per mile for vehicles used to perform the work.

9.9 Basis of Payment

Payment for this work is based on an hourly rate worked to clean out the group of culverts for a given project. Rates for three ranges are provided: ½ Day, Full Day, and Weekly.

- Projects considered for a ½ day rate.
 - Any project that is completed in 4 hours or less.
- Projects considered for a Daily rate.
 - Any project completed in more than 4 hours and one day less than a work week.
- Projects considered for a Weekly rate.
 - Any project completed on the final day of a work week.
- A work week is considered
 - 5 days at a minimum 8 hours per day OR
 - 4 days at a minimum 10 hours per day.

Time will be rounded up to the 30-minute interval to address any setup and teardown of operation.

9.10 Prevailing Wage

PN 049 - 10/15/2004 - WAGE NOTE (PROVISIONS OF CHAPTER 4115 OF THE OHIO REVISED CODE, NO STATE PREVAILING WAGES)

You are hereby advised that this section of the contract (Culvert Cleanout) is NOT subject to the provisions of chapter 4115 of the Ohio Revised Code. Therefore, no state prevailing wage rates shall govern this section of the contract.

Section 10: CULVERT INVERT PAVING

Requirements

10.1 Description: The District Hydraulic Engineer will inspect the existing culvert, determine the limits of the area to be paved, and calculate the required material quantities needed. An awarded vendor will then be required to prepare the proposed area and place the required materials. The vendor will be responsible for incidentals related to water control, including cofferdams, during paving and curing.

10.2 Specifications: The field paving performed through this agreement must be completed in accordance with the Ohio Department of Transportation (ODOT) current requirements of the Location and Design Manual Section 1002.3.7 and Construction and Material Specifications. Refer to Item 611.

All Technical Specifications and Safety Data Sheets must be submitted with bid.

10.3 Method of Measurement: Linear feet of concrete field paving. Cubic Yards of concrete placed to fill voids.

10.4 Basis of Payment: Payment will be per linear foot of field paving properly placed, inclusive of all necessary materials. Necessary materials include, but are not limited to, reinforcement, fasteners, chairing, etc. Where existing voids below the surface of the existing pipe are found, payment for the additional cubic yards of concrete will be made. The additional cubic yards will be determined by the difference in the overall concrete placed and the calculated quantity of concrete required for the linear feet of field paving placed. These calculations will be determined by the Hydraulics Engineer or assigned designee.

A pricing bid sheet for the pipe diameter ranges and additional cubic yards is included.

10.5 Safety Data Sheets

Vendor will be required to submit Material Safety Data Sheets with each delivery to the District.

10.6 Acceptance of Work

Acceptance of Work Upon completion of the work, a joint inspection by the Engineer and the Vendor shall be made to ensure that each area of work is completed to the satisfaction of the Engineer.

If the vendor has available video or photography equipment to document the progress and completed work, this may serve as a useful tool to verify the work is completed to the satisfaction of the Engineer.

For work completed by the vendor and upon review is determined to be unsatisfactory, the vendor shall remedy the situation to the satisfaction of the Engineer.

Conditions:

10.7 Availability/Delivery: When the Department requires the service of the contract, the District will contact awarded vendors and coordinate a begin date and completion date for the method of repair to be performed. If ODOT and vendor cannot agree on a date and time, ODOT will pursue the next awarded vendor for the method of repair to be performed.

10.8 Inspection of Items Delivered: All items supplied will be inspected upon delivery and prior to installation. ODOT has the right to reject any delivered item(s) that do not meet ODOT specifications.

10.9 Restoration: Vendor is to restore the work zone area to the original condition. This may include but is not limited to: all disturbed soil shall be restored, any excavated soil shall be restored per appropriate approved methods (benching if necessary), any and all clearing and grubbing necessary to complete work shall be incidental to the cost of operation. Provide necessary seeding and mulching. All work shall be in accordance with 650 Roadsides in the CMS.

10.10 Mobilization: The vendor is to specify the mobilization charge for a single site project on the pricing page. Since one project may consist of up to four sites, ODOT will compensate the awarded vendor a lump sum plus mileage for the second, third, and fourth sites, if applicable. Compensation will be a lump sum of \$150.00 for each additional site plus mileage. One vehicle for equipment and one vehicle for material will be paid at a rate of \$0.655 per mile. If one vehicle is used for both equipment and material, then the mileage compensation will only apply to that vehicle. Example: An equipment vehicle and material vehicle traveled 15 miles from site one to site two. The awarded vendor would receive $\$150.00 + (15 \text{ miles}) \times \$0.655 + (15 \text{ miles}) \times \$0.655 = \$169.65$

10.11 Delivery

Delivery shall be made within 7 calendar days after receipt of order.

10.12 Delivery Hours

All deliveries are to be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, excluding State holidays unless special permission is granted by the Department to temporarily waive or adjust this requirement.

10.13 Prevailing Wages

When the project exceeds the prevailing wage threshold levels, this contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the vendor shall comply with all provisions contained therein. By signing this bid, the bidder guarantees that the prevailing wage scale to be paid to all labor employed on this contract shall be in accordance with the published schedule of the prevailing hourly wage and fringe benefits ascertained and determined by Ohio Bureau of Employment Services for the county in which the work is being performed. The following links will provide information on prevailing wage requirements, rates and laws.

Prevailing Wage Threshold Levels Link

<https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/prevailing-wage-threshold-levels>

Prevailing Wage Information about Ohio's prevailing wage laws.

<https://ohio.gov/wps/portal/gov/site/jobs/resources/prevailing-wage>

Prevailing Wage on State Projects with NO Federal Aid(PN 060 – 04/20/2018)

https://www.dot.state.oh.us/Divisions/ConstructionMgt/Specification%20Files/PN060_04202018_for_2023.pdf

Vendor shall be responsible for verification of current classification rates for work location(s). Prevailing wage rates may change throughout the life of the project and is the responsibility of the vendor to be in line with current rates.

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>

Truck drivers who are employed to deliver materials to the project site are exempt from prevailing wage **except** when the work performed is on the “site of work”. Site of Work includes the following:

- The physical place or places where the building or work called for in the contract will remain after the work is completed.
- Job headquarters, tool yards, batch plants, borrow pits, etc., provided they:

1. Are located adjacent or virtually adjacent (**within a two mile radius**) to the site of the work described above.

and

2. Are dedicated exclusively, or nearly so to performance of the contract or project; 80% of the materials taken from the site must be used for the project.

Truck drivers who are Owner-operators are also exempt from prevailing wage. Owner-operators must have a purchase or bona fide lease agreement contract and demonstrate financial commitment, such as purchasing vehicle insurance, gasoline, etc. An Owner-operator includes a lessee of equipment, but there must exist a bona fide lease with evidence of independent contractor status. A lease calling for a share of revenues while being used, or short term in duration (3-5 years), will not qualify for Owner-operator status.

Section 11: GEOSYNTHETIC CEMENTITIOUS COMPOSITE MAT (Materials Only)

11.1 Intent

The purpose of this invitation to bid is to establish term contract pricing for materials that meet ODOT Supplemental Specification 936. A separate pricing sheet has been established for the materials. This contract includes all ODOT Districts.

11.2 Specifications and Special Conditions

The material provided shall be in accordance with the following, but not limited to, current approved Ohio Department of Transportation (ODOT) Specifications:

- ODOT Construction and Material Specifications (Spec Book)
- Supplemental Specification 936

The following link contains the above mentioned Specifications

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/ProposalNotesSupplementalSpecificationsandSupplements.aspx>

11.3 Material Properties

Refer to Supplemental Specification 936 for material properties.

11.4 Safety Data Sheets

All Technical Specifications and Material Safety Data Sheets will be submitted with bid.

11.5 Method of Measurement

Square feet of material. See pricing sheet for details.

11.6 Basis of Payment:

Payment will be per square foot of material.

11.7 Delivery

Delivery shall be made within 7 calendar days after receipt of order.

11.8 Delivery Hours

All deliveries are to be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, excluding State holidays unless special permission is granted by the Department to temporarily waive or adjust this requirement.

11.9 Safety Data Sheets

Vendor will be required to submit Material Safety Data Sheets with each delivery to the District.

11.10 Minimum Order (\$500.00)

The minimum order will be \$500.00 for items to be shipped F.O.B. to the destination at the unit price quoted. Orders amounting to less than the minimum will be shipped at the unit price quoted, prepaid with freight/shipping charges added to the invoice. Copies of freight/shipping charges are to be included with the invoice.

State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services
OhioBuys

Terms and Conditions for Submitting Excel Pricing File in Bid Package

If an Excel File is Present in OhioBuys

1. SUBMISSION OF EXCEL PRICING FILE: Bidders should submit the pricing page in the original excel format.

2. UNAPPROVED ALTERATIONS TO EXCEL PRICING FILE: Bidders who materially alter the original content of the Excel pricing file (e.g. specifications, formulas, etc.) issued by the Department may be found non-responsive and ineligible for award of this procurement.

3. CHANGES TO EXCEL PRICING FILE: The Department will only make modifications to the Excel pricing file by written addendum only. Where changes are necessary to the Excel pricing page, the Department will issue a new Excel pricing page indicating the revisions made and a revision date for the changes.

It is the sole responsibility of the bidder to check for issued addenda prior to submitting a bid package to ensure the most updated Excel pricing file is being utilized.

4. DESCRIPTIVE LITERATURE: Bidders may electronically provide any descriptive literature (e.g. brochures, spec/cut sheets, drawings, MSDS, etc.) regarding the products and/or services offered by the bidder. As this literature may be publicly posted for viewing by purchasers, bidders must not submit any literature electronically in which they consider to be a trade secret, proprietary, or confidential in any way.

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**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING

(Last revised 11/2/2023)

1. **BIDDER REGISTRATION:** The Department requires awarded bidder(s) to successfully register as a State of Ohio Supplier with the Department of Ohio Shared Services and successfully obtain an OAKS vendor identification number (OAKS ID) within fourteen (14) calendar days from the date of contract award and execution. The Department cannot utilize awarded Contracts to purchase from a bidder who cannot obtain an OAKS ID from Ohio Shared Services. In the event an awarded bidder is unable to obtain an OAKS ID, the Department shall reserve the right to revoke its award to the bidder and immediately cancel any resulting Contract.
 - a. A Supplier Information Form and W-9 must be completed and sent back directly to Ohio Shared Services in order to register and apply for an OAKS ID. The following website can be accessed by bidders to obtain both the forms and specific instructions for obtaining an OAKS ID:
 - b. <http://ohiosharedservices.ohio.gov/SupplierOperations/Forms.aspx>
 - c. It is strongly recommended that all interested bidders not already registered with Ohio Shared Services submit the above paperwork prior to the bid submission deadline.
2. **HOW BIDS MUST BE SUBMITTED:** Vendors must submit their Bid Responses electronically in OhioBuys before the published deadline date & time, Columbus, Ohio local time on the Proposal due date. Vendors will not be able to submit Bid Responses, or unsolicited Proposal amendments after the deadline.

Vendors must allow adequate time for uploading a Bid Response prior to the due date and time. ODOT recommends that vendors submit Bid Responses as early as possible. If a second round is issued for any reason, vendors must resubmit their bid if they had already submitted in a previous round, as the previously submitted Bid Responses do **NOT** carry over to the new round.
3. **PREBID QUESTIONS, DISCREPANCIES, AND CLARIFICATIONS:** Any discrepancies, omissions, ambiguities, or conflicts in or among the bidding documents or doubts as to the meaning shall be brought to the Department's attention by the bidder no less than three (3) business days prior to the bid submission deadline. All questions, discrepancies, clarifications, etc. must be submitted electronically in OhioBuys. During the competitive bidding process, bidders (and their agents) are prohibited from contacting any ODOT office, including District offices, other than the Office of Contract Sales, Purchasing Services section to obtain responses to any questions. The Department may find a bidder non-responsive for failing to adhere to any of the above requirements.
4. **MODIFICATIONS TO THE BIDDING DOCUMENTS:** When it is deemed necessary to modify these bidding documents, the Department will only do so by written addendum. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. All issued addenda will be posted to the OhioBuys website.
5. **PRE-BID CONFERENCES:** The Department reserves the right to hold mandatory or optional pre-bid conferences at its discretion. Conferences may be held either in-person or via webinar/phone conference formats. Bidders will be required to sign-in at all pre-bid conferences. The sign-in sheet for all pre-bid conferences is considered a public record, will be kept in the bid file, and will be shared with any requesting party. Additionally, any business cards collected during any pre-bid conference shall be considered public records and may be distributed out to all conference attendees. Any changes to the requirements or specifications of a procurement, as a result of the pre-bid conference content, will be made by written addendum and publicly posted.

Invitation No. 313-26

- a. For mandatory pre-bid conferences, the Department requires that those companies intending on submitting a bid be in attendance for the entire duration of the pre-bid conference. Mandatory pre-bid conferences will officially begin five (5) minutes after the scheduled date and start time at the location specified in the Special Terms and Conditions. Those bidders not in attendance at that time will be considered ineligible to submit a bid. The conference will be considered adjourned and complete when a representative of the Office of Contract Sales, Purchasing Services section indicates so. To be considered in attendance and eligible to bid, a bidder must have at least one representative of the company in attendance. A single representative cannot be present on behalf of two or more companies (bidders). Each company (bidder) must send its own representative on behalf of their organization. It is the sole responsibility of the bidder to ensure that the representative follows the sign-in procedures to properly document the bidder's attendance. The Department shall not be held responsible for a bidder's failure to arrive at the meeting on time, properly sign-in, or failure to stay for the entire duration of the meeting.
6. **LATE BIDS:** A bid received after 1:00 p.m. eastern time, on the bid submission deadline. The system will not allow a bid after the closing date and time.
7. **BIDS FIRM:** Once opened, all bids are firm and cannot be altered by the bidder. Once a Contract is awarded and executed, the Vendor shall deliver all products and/or services at the bid prices and terms contained in the Contract. All submitted bids shall remain valid for a period of sixty (60) calendar days after the date of the public bid opening. Beyond sixty (60) calendar days, bidders will have the option to either honor their submitted bid or make a written request to withdraw their bid from consideration. The Ohio Department of Transportation shall receive the benefit of any decrease in price during the sixty (60) day period.
8. **WITHDRAWAL OF BIDS:** A bidder may withdraw their bid in OhioBuys prior to opening. If after opening a vendor wishes to withdraw their bid, they may do so in writing to the Ohio Department of Transportation.
9. **MODIFICATION OF SUBMITTED BIDS PRIOR TO BID OPENING:** A bidder may modify their bid response prior to the scheduled date and time set for the public bid opening in OhioBuys.
10. **UNIT BID PRICES:** The unit bid price(s) submitted shall govern the award of this procurement unless otherwise specified in the bid evaluation criteria. The unit bid price should be entered for each required bid item on the Department's pricing page. Use of ditto marks, arrows, or other markings in lieu of the actual unit price may result in a non-responsive bid determination. Lot or group prices listed in the unit bid price area shall be considered as the unit price unless clearly identified as the lot price. Unless specifically allowed in the contract's terms and conditions, requests to change or alter unit bid prices after the public bid opening are prohibited.
 - a. The following requirements also apply to unit bid prices:
11. **DECIMAL POINT:** Bidders should not insert a unit cost of more than two (2) digits to the right of the decimal point. Digit(s) beyond two (2) will be dropped and not recognized by the Department for the purposes of bid evaluation or contract award.
12. **CREDIT CARD FEES:** Bidders must incorporate into their unit bid price(s) submitted all costs and fees associated with the State's use of a payment (credit) card.
13. **DISCOUNTS:** While bidders may offer to the Department discounts for prompt payment and other similar incentives, discounts and incentives these will not be used to alter the submitted unit bid price(s) for purposes of bid evaluation and contract award. This section only applies to bids awarded to the lowest responsive and responsible bidder either by individual bid item or group of bid items and does not include bids which are awarded to all responsive and responsible bidders (i.e. Multiple Award Contracts).
14. **MULTIPLE AWARD CONTRACTS:** Pursuant to Ohio Revised Code 5513.02, the Department may award Contracts to all responsive and responsible bidders for articles (i.e. bid items) meeting the general specifications provided. These are referenced by the Department as 'Multiple Award Contracts'. Unit bid prices submitted for Multiple Award Contracts shall be considered by the Department as an amount-not-to-exceed unit bid price for the entire duration of the Contract. These awarded, amount-not-to-exceed bid

prices often do not reflect potential quantity discounts, freight discounts, nor other similar discounts/incentives offered periodically by a distributor, manufacturer, or supplier. Where like or similar bid items are being offered by two or more awarded Vendors (bidders) on the awarded Contract, the Department reserves the right to obtain quotes from all awarded bidders on the Contract in order to achieve the best and most up-to-date pricing available to the Department at the time of ordering.

15. **UNBALANCED BIDS:** The Department will not accept unit bid prices that are deemed to be either materially or mathematically unbalanced. The final determination of an unbalanced unit bid price shall be at the Department's sole discretion.
16. **TIE BID PROCESS:** If two or more responsive bids offer the same unit bid price, ODOT may break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given up to three (3) business days to submit a written revised unit price for the affected item or items. Bidders are not required to submit a revised unit price. In the event a tie still exists after the above-prescribed deadline has passed, ODOT will schedule a coin flip to be conducted in the presence of both bidders. The winner of the coin flip will be deemed awarded the affected bid item(s).
17. **PREFERENCE FOR OHIO/BORDER STATE PRODUCTS:** The bid award for this procurement may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under O.R.C. Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06.
18. **RESPONSIVE BIDDER:** A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.
19. **MINOR INFORMALITIES OR IRREGULARITIES IN BIDS:** A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Department either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is to the advantage of the Department.
20. **BIDDER RESPONSIBILITY:** The Department will only award this procurement to what it deems to be a responsible bidder. The Department's determination of a bidder's responsibility includes, but is not limited to, the following factors:
 - i. experience of the bidder;
 - ii. bidder's financial condition;
 - iii. bidder's conduct and performance on previous contracts;
 - iv. the bidder's facilities;
 - v. the bidder's management skills;
 - vi. the bidder's employees;
 - vii. past experience and/or quality of bidder's proposed subcontractors;
 - viii. the bidder's ability to execute the contract;
 - ix. review of Federal and Department debarment lists;
 - x. bidder has history of successful performance on contracts of similar size and scope; and
 - xi. current or impending legal actions against a bidder.
21. **APPARENT CLERICAL MISTAKES:** Clerical mistakes apparent on the face of the bid may be corrected, at the Department's discretion, before contract award. The Department first shall obtain from the bidder a verification of the information intended and will attach written verification of the mistake by the bidder in the contract file and award documents. Example of apparent clerical mistakes are:

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1. Obvious misplacement of a decimal point or comma;
 2. Obvious incorrect discount factor; or
 3. Transcription error in Part Number.
22. **ADDITIONAL INFORMATION:** The Department reserves the right to request additional information to evaluate a bidder's responsiveness to the procurement's requirements and/or to evaluate a bidder's overall responsibility. These requests may require the bidder's submission of confidential materials (e.g. financial statements). If a bidder does not provide all of the requested information within the prescribed timeframe, the Department may find the bid non-responsive and ineligible for award.
23. **PRODUCT SAMPLES:** The Department may require bidders, by procurement or by request during bid evaluation, to provide sample supplies or equipment or examples of work, at the Bidder's expense. Samples must clearly identify the Bidder, the bid number, and the item the sample represents in the bid. The Department will return samples that are not destroyed by testing, at the Bidder's expense, upon the Bidder's timely request. The Department may keep the samples of the Bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this procurement will not be evaluated and the Department may dispose of them in any way it chooses.
24. **SPECIFICATIONS:** The Department is authorized by Sections 5513 and/or 125.02(B) of the Ohio Revised Code to prepare specifications and establish contracts to obtain the supplies, equipment, and/or services referenced within this procurement. The purpose of the provided specifications is to describe the supplies, equipment, and/or services to be purchased and will serve as a fair and equitable basis for comparison of submitted bids. The Department may use any form of specification it determines to be in the best interest of the Department and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification or a combination thereof. If the department determines that a design, performance or a combination specification is not in the best interest of the Department, it may use brand name or equal specifications.
- a. Unless otherwise specified in this procurement, all products, equipment, supplies, etc. offered by bidders must be in a new condition. A 'new' product is one that will be first used by the Department after it has been manufactured or produced. Used, reconditioned, or previously titled products, supplies, or equipment will not be considered for award of this procurement.
 - b. The Department uses qualified products list (QPL) and/or approved products lists (APL) developed by either itself or other qualified institutions to specify acceptable products and supplies that have been through proper application and testing procedures to verify conformance with technical and/or performance specifications. Where the Department requires products and supplies to be included on a specific QPL/APL listing, the Department will not accept bids for products/supplies that are not included on a specified QPL/APL at the time of public bid opening.
 - c. A bidder may not be compensated for damages arising from inaccurate or incomplete information in the procurement specifications or from inaccurate assumptions based upon the specifications.
25. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Department, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, or suitability for the purpose intended, may be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Department to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product being offered is an equivalent product, such bid will be considered to offer the exact brand, make, or manufacturer name referenced in the bid solicitation.
26. **DEVIATIONS:** Statements or modifications made by a bidder in their submitted bid package that deviate from this procurement's terms, conditions, specifications and requirements may render a bid non-responsive and ineligible for award.

27. **ESTIMATED QUANTITIES:** Any purchase estimates indicated for bid item(s) are to be considered as estimates only. The Department makes no representation or guarantee as to the actual amount of item(s) to be purchased by the Department or Political Subdivisions.
28. **OVERLAPPING CONTRACT ITEMS:** The products and/or services included in this solicitation may be available from other State of Ohio contracts and/or other contracts made available for the Department's use. The existence of these contracts containing like or similar products and/or services could be either known or unknown to the Department at the time this procurement has been published. Unless otherwise stated in this contract, the Department may acquire these products and/or services from any available source. The Department will make purchases from sources that are deemed to be in the best interest of the Agency.
29. **REJECTION/PARTIAL AWARD OF BIDS:** The Department reserves the right to reject any or all bid responses, award partial contracts, or choose to rebid when:
1. Product, supplies and/or services are not in compliance with the requirements, specifications, and terms and conditions set forth in this procurement; or
 2. Pricing offered is determined to be excessive in comparison with existing market conditions, or exceeds the available funds of the Department; or
 3. Only one bid is received, and the Department cannot determine the reasonableness of the bid prices submitted; or
 4. It is determined that the award of any or all items would not be in the best interest of the Department; or
 5. The Department, in its opinion, did not achieve the desired amount of competition amongst qualified bidders for the products, supplies, and/or services being offered in the bid solicitation; or
 6. Inadequate or ambiguous specifications were cited in the bidding documents; or
 7. The Department determines that specifications and/or requirements were missing from the bidding documents; or
 8. A bidder imposes additional terms and conditions against the Department.
30. **NOTICE TO BIDDERS OF REJECTED BIDS:** When the Department deems it necessary to reject a bid, the Department will notify each affected bidder and the reasons for such actions.
31. **BID PROTESTS:** Any apparent low bidder either deemed not responsible or whose bid has been deemed non-responsive shall be notified by the Department of that determination and the reasons for it. The notification will be provided by the Department in writing and sent by U.S. mail and at the email address provided on the front cover of the bidder's bid. The bidder will have five (5) calendar days after receipt (by mail or email confirmation) of this notification to file a written, valid protest of the Department's determination. A valid written protest must contain substantive information and evidence so as to refute the Department's asserted claims against either the bid's responsiveness or bidder's responsibility, whichever apply. The Department will only review and respond to valid written protests containing substantive information and evidence. After review of the valid written protest, the Department will either affirm or reverse its original determination.
- a. If a valid written protest is not received by the Department within five (5) calendar days of receipt, the Director of ODOT will move forward awarding the Contract and the affected bidder will have effectively waived its right to protest the Department's decision. For the purposes of this paragraph, "receipt" shall be defined as verification (via either certified mail return receipt or electronic read or delivery receipt) that the apparent low bidder has received the Department's written determination against the affected bidder. Upon the bidder's receipt, the five (5) calendar day response deadline shall commence.

32. **DELAYS IN CONTRACT AWARD:** Delays in the award of this procurement beyond the anticipated Contract start date may result in a change in the contract period as indicated in the Special terms and conditions of this bid solicitation. In these instances, ODOT shall reserve the right to award a contract covering a period equal to or less than the initial contract term than originally specified in this bid solicitation.
33. **CONTRACT AWARD AND FORMATION:** Successful bidder(s) will receive via U.S. regular mail and/or email a Notice of Contract Award letter as well as a photocopy version of the Signature Page executed by both Parties. These documents shall serve to form the Contract between the Parties. The Signature Page must be executed by both the bidder and the Director of ODOT for the Contract to be deemed valid and enforceable. The Department will maintain in the Contract file the Signature Page document containing each parties' original signature(s).
- a. Upon award of a procurement, the bid invitation number (e.g. Invitation No. 999-16) will subsequently become the number assigned to the resulting Contract (e.g. ODOT Contract number 999-16) and will be referenced by the Department in all matters and documents related to said Contract.
 - b. Upon award of a procurement, successful bidders will thereafter be referenced as "Vendor" or "Contractor" by the Department in all matters and documents related to the resulting Contract.
34. **PUBLIC POSTING OF AWARDED CONTRACTS:** All Contracts awarded by the Office of Contract Sales, Purchasing Services section are posted to the Ohio Buys website and open for public review. Successful bidders and awarded Contract pricing can be found via the following website:
- https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract_browse_public
35. **PUBLIC RECORD:** All opened bids and their contents are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the Director of ODOT. To expedite and properly respond to such public records requests, a written request must be submitted to the Department. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids, will be honored after a Contract has been executed.
- a. Bidders may request that specific information, such as trade secrets or proprietary data, be designated as confidential and not considered as public record. Material so designated shall accompany the bid and be in a sealed container duly marked, and shall be readily separable from the bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment cannot be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the Department.
 - b. Requests to view previously submitted bids must be submitted in writing to either of the following addresses:

Contracts.Purchasing@dot.ohio.gov
Ohio Department of Transportation
Office of Contract Sales, Purchasing Services
1980 West Broad St. Mail Stop 4110
Columbus, OH 43223

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**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

GENERAL DEFINITIONS

(Last revised 11/30/2020)

When used in this procurement or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.

1. AGENCY: Ohio Department of Transportation.
2. AUTHORIZED DISTRIBUTOR: The bidder/vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment or services listed in the bid/contract. The authorized distributor must maintain active and sufficient facilities necessary to perform the awarded contract, own title to the goods inventoried within these facilities and maintain a true stock of these goods on a continuing basis and in sufficient quantity to provide uninterrupted service to ordering agencies.
3. BIDDER: The company and/or authorized representative of the company who has signed and is submitting a bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid. The term bidder, proposer, contractor, or vendor may be used interchangeably in this document.
4. DEPARTMENT: Ohio Department of Transportation
5. EQUIPMENT: Items, implements and machinery with a predetermined and considerable usage life.
6. F.O.B. PLACE OF DESTINATION: meaning the Vendor pays, and includes the cost of such in their bid, and bears the risk for the transportation/delivery of goods delivered to the specified locations provided by the Purchaser.
7. PROCUREMENT/CONTRACT: All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation and award of the bidder's response, the procurement then becomes the contract between ODOT and the successful bidder, both governed by the laws of the State of Ohio.
8. INVOICE: An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.
9. LOWEST RESPONSIVE\RESPONSIBLE BIDDER: A bidder who offers the lowest cost for the goods or services listed in the bid; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give him a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.
10. MINORITY BUSINESS ENTERPRISE (MBE): means an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups. Only businesses certified by the State of Ohio Equal Opportunity Division in accordance with Section 123.151 of the Ohio Revised Code shall be recognized as being MBE certified within the purpose of this invitation.
11. MATERIALS: Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.

Invitation No. 313-26

12. PURCHASE: To buy, purchase, installment purchase, rent, lease, lease purchase or otherwise acquire equipment, materials, supplies or services. "Purchase" also includes all functions that pertain to obtaining of equipment, materials, supplies or services, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
13. SERVICES: The furnishing of labor, time or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not include services furnished pursuant to employment agreements or collective bargaining agreements.
14. SPECIFICATION: Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.
15. SUPPLIES: Provisions and items normally considered expendable or consumable.
16. UNBALANCED: Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the Director of ODOT, or if such unbalanced prices are contrary to the interest of the department.
17. VENDOR: The bidder who, upon awarding of a contract, then becomes a Vendor who is considered to be a primary source for providing the goods and/or services included in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.
18. SUBVENDOR/SUBCONTRACTOR: An individual, firm or corporation to whom the Vendor sublets part of the contract to be performed.

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**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

STANDARD CONTRACT TERMS AND CONDITIONS

(Last Revised 11/8/23)

1. **HEADINGS:** The headings used in this Contract are for convenience only and shall not be used to affect the interpretation of any of the Contract terms and conditions.
2. **ENTIRE CONTRACT:** This Contract consists of the complete procurement, including the Instructions, Terms and Conditions for Bidding, these Standard Contract Terms and Conditions, the Special Contract Terms and Conditions, ODOT Cooperative Purchasing Program Requirements, mutually executed Signature Page, Specifications and Requirements, awarded unit bid pricing, and any written addenda to the procurement; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").
3. **APPROPRIATION OF FUNDS.** Pursuant to the Constitution of the State of Ohio, Article II Section 22, ODOT's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments or obligations due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and ODOT will have no further obligation to make any payments and will be released from its obligations on the date funding expires.

The current Ohio General Assembly cannot commit a future Ohio General Assembly to a future expenditure. If the term of this Contract extends beyond a biennium, the Contract will expire at the end of a current biennium and the State may renew this Contract in the next biennium by issuing written notice to the Vendor no later than July 1 of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

4. **OBM CERTIFICATION:** None of the rights, duties, or obligations in this Contract will be binding on the Department, and the Vendor will not begin its performance, until all of the following conditions have been met:
 1. All statutory provisions under the O.R.C., including Section 126.07, have been met; and
 2. All necessary funds are made available by the Ohio Office of Budget and Management; or
 3. If ODOT is relying on Federal or third-party funds for this Contract the ODOT gives the Vendor written notice that such funds have been made available.
5. **CONTRACT MODIFICATIONS:** Amendments or modifications to this Contract must be executed in writing between the parties and signed by the Director of ODOT. Amendments or modifications to this Contract made between the Vendor and other Department personnel shall be void and unenforceable.
6. **CONTRACT CONSTRUCTION:** Any general rule of construction to the contrary notwithstanding this Contract shall be liberally construed in favor of the effect the purpose of this Contract and the policy and purposes of the Department. If any provisions in this Contract are found to be ambiguous, an interpretation consistent with the purpose of this Contract that would render the provision valid shall be favored over any interpretation that would render it invalid.
7. **GOVERNING LAW / SEVERABILITY:** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
8. **ASSIGNMENT / DELEGATION:** The Vendor will not assign any of its rights nor delegate any of its duties under this Contract without the written consent of the Director of ODOT. Any assignment or delegation not consented to may be deemed void by the Department.

9. **PLACEMENT OF ORDERS/METHODS OF PAYMENT:** The Department shall use either State of Ohio Purchase Order or State of Ohio Payment Card (i.e. credit card) to authorize performance under this Contract and to issue payments for supplies, products, and/or services acquired. Vendors are required to accept both forms of payment. For Department purchases over \$2,500.00, an official State of Ohio purchase order must be generated and obtain approvals from the Office of Budget and Management, the Department of Administrative Services, and the Director of Transportation prior to its effectiveness. An approved State of Ohio purchase order will be sent to the Vendor and the Vendor will provide the goods and/or services listed on the ordering documents and in accordance with the Contract's terms and conditions. Any order placed not using an approved ODOT purchase order or against a State payment card, shall not be considered a valid order and may result in denial of payment and/or return of goods at the Vendor's expense.
10. **ACCEPTANCE OF ORDERS:** The Vendor must accept orders placed by the Department pursuant to this Contract up through the last day of the Contract's effectiveness, inclusive of any contract extensions exercised or agreed-upon between the Parties.
11. **BLANKET PURCHASE ORDERS:** The Department utilizes blanket purchase orders to pre-authorize funding for use on Contracts containing bid items that, due to the urgent nature of maintaining the Department's highways and facilities, are critical to the Department executing its mission and objectives. The generation of blanket purchase orders are not used by the Department to place a specific order, rather as a means to make funding more readily available for use when Contract items are needed. The Vendor shall keep all blanket purchase orders on file and make them readily available for use by Department personnel to place orders against. When placing orders against a blanket purchase order, the Department will telephone or email orders referencing the blanket purchase order and its associated ODOT purchase order number. All of the Contract's terms and conditions shall apply to the Department's orders referencing a blanket purchase order.

For all blanket purchase orders, quantities and amounts to be purchased from these purchase orders is unknown by the Department and Vendors must not construe these purchase orders as a commitment to purchase a specific amount of goods and/or services. Accordingly, the Department reserves the right to increase or decrease the available funding on these blanket purchase orders at its discretion.

12. **DELIVERY INSPECTION AND ACCEPTANCE:** Upon pick-up or delivery of any supplies, products, and/or services, ODOT retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. ODOT shall have sufficient and reasonable time to fully inspect supplies and/or services for compliance. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded contract. In the event that the product/service does not meet the specifications, ODOT shall notify the Vendor for removal/replacement of the product and/or service at the Vendor's expense. ODOT shall retain all rights and remedies as described herein. Wherein products ordered by ODOT are delivered to a facility, which is not owned by ODOT and where ODOT has contracted with this facility to take delivery of products ordered by ODOT, acceptance will occur when the products have been inspected and accepted by ODOT within a reasonable amount of time after delivery to the facility. ODOT shall not be responsible for any storage costs incurred prior to the inspection and acceptance.
13. **RETURN GOODS POLICY:** The Department will apply the following Return Goods Policy on all purchases made under the Contract:
 - (A) Return goods, when due to Vendor debar (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Vendor, at the Vendor's expense. The Vendor shall make arrangements to remove the return goods from the Department's premises within five (5) calendar days after notification. The Vendor shall not apply any restocking or other charges to the Department. At the option of the Department, replacement items may be accepted and will be shipped within five (5) calendar days of notification. Failure of the Vendor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the Department will dispose of accordingly.

(B) For orders of custom manufactured items, the Vendor will provide a production sample of the item to the Department for acceptance. The production sample will be identical to the item to be provided. The Department will provide written acceptance of the item prior to the Vendor continuing with production. Once delivery and acceptance has been completed and the Department determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Vendor. If the Vendor agrees to the return of these items, the Department will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the Department and subsequent return of goods to the location designated by the Vendor. The Vendor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Vendor. Failure of the Vendor to provide a production sample and obtain written approval from the Department will result in the Vendor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to Department error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Vendor if notice is given by the Department within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The Department will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Vendor. The Vendor may assess a restocking fee (not to exceed 10%) associated with the return of the items to the location designated by the Vendor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Vendor.

14. **PRODUCT RECALLS:** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any Department or Federal regulatory agency, the Vendor shall be responsible to notify the ODOT Office of Contract Sales, Purchasing Services section and all other ordering agencies/entities within two business days after notice has been given. Vendor shall, at the option of the Department, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Vendor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.
15. **PRODUCT SUBSTITUTION:** In the event a specified product listed in the Contract becomes unavailable or cannot be supplied by the Vendor for any reason (except as provided for in the Force Majeure clause), a product deemed in writing by the Department to be equal to or better than the specified product must be substituted by the Vendor at no additional cost or expense to the Department. Unless otherwise specified, any substitution of product prior to the Department's written approval may be cause for termination of Contract.

The Department reserves the right to deny any substitution request that it is deemed to not be in the best interest of the Department. In these instances, the Department may seek substitute products from another supplier and assess the difference in cost, if any, as damages against the Vendor for their material breach.

16. **INVOICE REQUIREMENTS:** The Vendor must submit an original, proper invoice to the office designated on the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information: 1. The ODOT purchase order number authorizing the delivery of products or services. 2. A description of what the Vendor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. 3. The Contract number pursuant to the deliverable.

17. **DEFECTIVE INVOICES:** In the event the Department is in receipt of defective or improper invoices, the Department shall postpone payment pursuant to Section 126.30 of the Ohio Revised Code. Invoices shall be returned to the Vendor noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) calendar days after receipt of the corrected invoice.
18. **PAYMENT DUE DATE:** Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with O.R.C. Section 126.30.
19. **INSURANCE POLICIES:** By way of provision in this Contract to maintain specific minimum levels of insurance coverage(s) (e.g. Commercial General liability, Auto liability, Public liability, Property Damage, etc.), the Vendor shall provide to Department upon request evidence of such insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall be furnished by the Vendor within two (2) business days and on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy. The Certificate of Insurance or certified copy of the policy must contain an endorsement naming the State of Ohio, Department of Transportation, its officers, agents, employees, and servants as additionally insured, but only with respect to Work performed for the Department under this Contract, at no cost to Department. Vendor shall notify the Department within ten (10) calendar days of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent. Vendor shall provide to the Department evidence of a replacement policy at least five (5) calendar days prior to the effective date of such cancellation, expiration, or reduction in coverage.

All required insurance policies shall be maintained at Vendor's sole expense and in full force for the complete term of the Contract, including any warranty periods. Reference 107.12 the Construction & Materials Specification handbook.

20. **TAXATION:** ODOT is exempt from federal excise taxes and all Department and local taxes, unless otherwise provided herein. ODOT does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.
21. **CONTRACT TERMINATION:** If a Vendor fails to perform any one of its obligations under this Contract, it will be in breach of contract and the Department may terminate this Contract in accordance with this section. Notices of contract termination shall be made in writing. The termination will be effective on the date delineated by the Department.

a. **Termination for Breach.** If Vendor's breach is unable to be cured in a reasonable time, the Department may terminate the Contract by written notice to the Vendor.

b. **Termination for Un-remedied Breach.** If Vendor's breach may be cured within a reasonable time, the Department will provide written notice to Vendor specifying the breach and the time within which Vendor must correct the breach. If Vendor fails to cure the specified breach within the time required, the Department may terminate the Contract. If the Department does not give timely notice of breach to Vendor, the Department has not waived any of the Department's rights or remedies concerning the breach.

c. **Termination for Persistent Breach.** The Department may terminate this Contract by written notice to Vendor for defaults that are cured, but persistent. "Persistent" means three or more breaches. After the Department has notified Vendor of its third breach, the Department may terminate this Contract without providing Vendor with an opportunity to cure. The three or more breaches are not required to be related to each other in any way.

d. **Termination for Endangered Performance.** The Department may terminate this Contract by written notice to the Vendor if the Department determines that the performance of the Contract is endangered through no fault of the Department.

e. **Termination for Financial Instability.** The Department may terminate this Contract by written notice to the Vendor if a petition in bankruptcy or a Federal or State tax lien has been filed by or against the Vendor.

f. **Termination for Delinquency, Violation of Law.** The Department may terminate this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, Department or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a Department agency or political subdivision. The Department also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the Department may not terminate this Contract if the Vendor has entered into a repayment agreement with which the Vendor is current.

g. **Termination for Subcontractor Breach.** The Department may terminate this Contract for the breach of the Vendor or any of its subcontractors. The Vendor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Department for any liability to them. Subcontractors will hold the Department harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Vendor for any compensation to which they may be entitled.

h. **Termination for Vendor's Failure to Pay Material Suppliers.** Pursuant to Section 4113.61 of the Ohio Revised Code, Vendors shall promptly pay material suppliers, within ten (10) calendar days of receipt of payment from the State of Ohio, for materials ordered and delivered as a result of this contract. A Vendor unable to furnish bid items because of non-payment issues related to a material supplier shall constitute grounds for the Director of ODOT to terminate this contract immediately. A Vendor may, at the discretion of the Department, be given an amount of time, amount shall be specified by the Department in writing, to furnish past due payment to the material supplier before termination shall occur.

j. **Failure to Maintain MBE Certification.** Pursuant to O.R.C. Section 125.081, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Vendor to maintain certification as a MBE. If the Vendor fails to renew its certification and/or is decertified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

k. **Failure to Maintain Licensure.** The Vendor's failure to maintain the proper license(s) to perform the services or provide the goods prescribed by this Contract shall be grounds to terminate this Contract without prior notice.

l. **Qualified Products Listing and Approved Products Listing.** Any products or supplies removed from a specific qualified products listing/approved product listing, by either the Department, government, or governing body throughout the duration of the Contract shall be removed from the Contract effective on the date of removal from the respective listing.

22. **NOTICE OF BREACH:** Each party of this Contract has an obligation to provide written notice when it is determined by one party that the other party is in default of this Contract. A notice of ODOT's default of this Contract must be sent to the Procurement Manager of the ODOT Office of Contract Sales.
23. **CONTRACT SUSPENSION:** A Vendor who fails to perform any one of its obligations under this Contract will be in breach. In these instances, ODOT may choose to suspend the Vendor from the contract rather than terminate the Contract.

In the case of a suspension for ODOT's convenience, the amount of compensation due the Vendor for work performed before the suspension will be determined in the same manner as provided in this section

for termination for ODOT's convenience or the Vendor may be entitled to compensation for work performed before the suspension, less any damage to ODOT resulting from the Vendor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Vendor's receipt of the notice. The Vendor will immediately prepare a report and deliver it to ODOT which will include a detailed description of work completed, percentage of project completion, estimated time for delivery of all orders received to date, and costs incurred by the Vendor.

24. **Termination for Convenience.** The Contracting Agency may terminate this Contract, or an Ordering Agency may terminate an order placed under this Contract, for its convenience after issuing written notice to the Contractor. The Contractor will be entitled to the pro-rated price for any Deliverable or portion of a Deliverable that the Contractor has delivered and the Ordering Agency or the State has accepted before the termination. Total payments will not exceed the amount payable to the Contractor as if the Contract or order had been fully performed. This will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Vendor has submitted an invoice that complies with Section 16 of these Standard Contract Terms and Conditions.
25. **CONTRACT DAMAGES:** The Department may assess, at a minimum but not limited to, the following damages against a Vendor:
 - A. **ACTUAL DAMAGES:** Vendor is liable to the State of Ohio for all actual and direct damages caused by Vendor's breach. The Department may substitute supplies or services, from a third party, for those that were to be provided by Vendor. In accordance with Ohio Revised Code §5513.05(c), the Department may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's breach, from Vendor.
 - B. **LIQUIDATED DAMAGES:** If actual and direct damages are uncertain or difficult to determine, the Department may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the breach for every day that the breach is not cured by the Vendor. If Delay of the cure is caused by ODOT, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date(s) shall be at the sole discretion of ODOT.
 - C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE:** The Department may deduct all or any part of the damages resulting from Vendor's breach from any part of the price still due on the contract, upon prior written notice issued to the Vendor by the Department.
 - D. **INCIDENTAL/CONSEQUENTIAL DAMAGES:** Pursuant to Section 5513.05 of the Ohio Revised Code, the Department may recover from a Vendor who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code, incurred by the Department in promptly obtaining the conforming articles.
26. **CONTRACT TERM EXTENSIONS:** ODOT reserves the right to unilaterally extend this Contract up to one (1) calendar month beyond the original contract expiration date at the original unit bid prices awarded. Contract extensions beyond one (1) calendar month shall be executed by means of written, mutual agreement with the Contract Vendor, but in no instance with the Contract be extended beyond the biennium unless it is procured as a multi-year contract stating an option for biennial extension.
27. **FIRM, FIXED PRICE CONTRACT:** Unless otherwise specified in the bidding documents, this Contract is a Firm, Fixed-Price Contract. The Vendor will be required to provide to the Department with the materials, supplies, equipment and/or services at the awarded bid price(s) for the entire duration of the contract, and any extensions thereto.
28. **FORCE MAJEURE:** If the Department or Vendor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all

reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; labor strikes; and other like events.

29. **EQUAL EMPLOYMENT OPPORTUNITY:** The Vendor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.
30. **ANTITRUST ASSIGNMENT TO THE DEPARTMENT:** Vendor assigns to the State of Ohio, through the Department of Transportation, all of its rights to any claims and causes of action the Vendor now has or may acquire under Department or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Vendor's suppliers and subcontractors.
31. **CONFIDENTIALITY:** The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Vendor may not disclose any information obtained by it as a result of this Contract, without the written permission of the Department. The Vendor must assume that all Department information, documents, data, records or other material is confidential.

The Vendor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Vendor's possession before disclosure by the Department, and it was received by the Vendor without the obligation of confidence; (2) is independently developed by the Vendor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Vendor from a third party without an obligation of confidence; (5) is disclosed by the Vendor with the written consent of the Department; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Vendor (a) notifies the Department of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Vendor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Vendor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the Department's may cause the Department irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the Department shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

32. **DRUG-FREE WORKPLACE:** The Vendor agrees to comply with all applicable Department and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on Department property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
33. **WORKERS' COMPENSATION:** Workers' compensation insurance, as required by Ohio law or the laws of any other Department where work under this Contract will be done. The Vendor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
34. **OHIO ETHICS LAW:** Vendor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

VENDOR RESPONSIBILITIES:

All vendors who are actively doing business with or seeking to do business with the State and/or with ODOT are expected to perform their business activities in a professional manner and avoid any "perceptions of impropriety." Vendors will be responsible to review and become familiar with the ethics laws of the state of Ohio. Any vendor who violates Ohio's ethics laws or any executive order or ODOT policy will be subject to legal penalties up to and including debarment.

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ODOT utilizes a variety of methods for establishing contracts for supplies and services which include: competitive sealed bidding, competitive sealed proposals, direct purchases, reverse auction, multiple award contracts and request for quotes. Processes for implementing these methods have been developed to ensure fair and equal treatment of all vendors participating in the purchasing activity. Any vendor that attempts to influence the evaluation and/or award of a contract either directly or through an outside agent or representative will be disqualified and will not be able to participate in the purchasing activity. In addition, a vendor who attempts to influence an evaluation or award will be subject to penalties set forth by law up to and including debarment from doing business with ODOT and/or the state of Ohio.

SUSPECTED VIOLATION OF ETHICS LAWS:

Suspected violations of ODOT purchasing statutes, rules, policies, or guidelines, or of Ohio's ethics laws, executive orders by any employee of the State or a vendor are to be reported to the Agency Procurement Officer(s) or APO. The APO will advise the Chief Legal Counsel who may take appropriate action. If necessary or appropriate, the matter may be referred to the Inspector General, the Ohio Attorney General and/or the Ohio Ethics Commission for resolution.

35. **PUBLICITY:** The Vendor will not advertise that it is doing business with the Department or use this Contract as a marketing or sales tool without prior, written consent of the Department. This provision includes marketing or sales tools related to the ODOT Cooperative Purchasing Program.
36. **STRICT PERFORMANCE:** The failure of either party, at any time to demand strict performance by the other party of any of the terms of this Contract, will not be construed as a waiver of any such term and either party may at any time demand strict and complete performance by the other party.
37. **SUBCONTRACTING.** The Department recognizes that it may be necessary for the Vendor to use subcontractors to perform portions of the work under the Contract. In those circumstances, the Vendor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Vendor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Department reserves the right to reject any subcontractor submitted by the Vendor. All subcontracts will be at the sole expense of the Vendor and the Vendor will be solely responsible for payment of its subcontractors. The Vendor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, Vendor will cause all subcontractors to be bound by all of the Terms and Conditions and specifications of the Contract. The Vendor will be the sole point of contact with regard to all contractual matters.
38. **SURVIVORSHIP:** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.
39. **GENERAL REPRESENTATIONS AND WARRANTIES:** The Vendor warrants that the recommendations, guidance, and performance of the Vendor under this Contract will:
 1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
 2. No services, products or supplies will infringe on the intellectual property rights of any third party.
 3. All warranties are in accordance with Vendor's standard business practices attached.
 4. That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract. Additionally, with respect to the Vendor's activities under this Contract, the Vendor warrants that:
 5. The Vendor has the right to enter into this Contract.
 6. The Vendor has not entered into any other contracts or employment relationships that restrict the Vendor's ability to perform under this Contract.
 7. The Vendor will observe and abide by all applicable laws and regulations, including those of the Department regarding conduct on any premises under the Department's control.

8. The Vendor has good and marketable title to any products or supplies delivered under this Contract and which title passes to the Department.

9. The Vendor has the right and ability to grant the license granted in products or supplies in which title does not pass to the Department. If any services of the Vendor or any products or supplies fails to comply with these warranties, and the Vendor is so notified in writing, the Vendor will correct such failure with all due speed or will refund the amount of the compensation paid for the services, products or supplies. The Vendor will also indemnify the Department for any direct damages and claims by third parties based on breach of these warranties.

40. **VENDOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY:** Vendor warrants that it is not subject to an unresolved finding for recovery under O.R.C. Section 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void ab initio.
41. **LIMITATION OF LIABILITY:** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the Vendor agrees that the Vendor shall be liable for all direct damages due to the fault or negligence of the Vendor.
42. **INDEMNITY:** The Vendor will indemnify the Department for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Vendor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Vendor, its employees, agents, or subcontractors. Reference 107.12 the Construction & Materials Specification handbook, if applicable for this product or service.

The Vendor will also indemnify the Department against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the Department's proper use of any products or supplies under this Contract. This obligation of indemnification will not apply where the Department has modified or misused the products or supplies and the claim of infringement, is based on the modification or misuse. The Department agrees to give the Vendor notice of any such claim as soon as reasonably practicable and to give the Vendor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Department Attorney General. If a successful claim of infringement is made, or if the Vendor reasonably believes that an infringement claim that is pending may actually succeed, the Vendor will take one (1) of the following four (4) actions:

1. Modify the products or supplies so that is no longer infringing;
2. Replace products or supplies with an equivalent or better item;
3. Acquire the right for the Department to use the infringing products or supplies as it was intended for the Department to use under this Contract; or
4. Remove the products or supplies and refund the fee the Department paid for the products or supplies and the fee for any other products or supplies that required the availability of the infringing products or supplies for it to be useful to the Department.

43. **AUDITS:** The Vendor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Vendor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate. During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Vendor agrees to provide the Department, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Vendor involving transactions related to this Contract. The Vendor shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractor to agree to the same provisions of this Article. The Vendor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. The Vendor must provide access to the requested records no later than (5) five business days after the request by the Department or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the Department or any other provider of funds for the Contract, the Department or other party will be entitled to recover damages, as well as the cost of the audit.

44. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** It is fully understood and agreed that Vendor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Transportation. Vendor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Vendor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

TRADE: Pursuant to R.C. 9.76(B), Vendor warrants that Vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

45. **EXECUTIVE ORDER 2019-12D:** The Vendor affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Contract, shall sign and require its subcontractors (if any) to sign the attached "Standard Affirmation and Disclosure Form," and shall perform no services required under this Contract outside of the United Departments. The Executive Order is incorporated by reference and also is available at the following website: (https://procure.ohio.gov/pdf/EO2019-12D/Executive_Order_2019_12WEB.pdf)

The Vendor also affirms, understands, and agrees to immediately notify the Department of any change or shift in the location(s) of services performed by the Vendor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United Departments.

46. **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS:**

Vendor agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Vendor further agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex (including pregnancy, gender identification and sexual orientation), age, disability, military status, national origin, or ancestry.

During the performance of this Contract, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the Federal Requirements as follows:

1. Vendor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future).

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3. Vendor agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Vendor shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Vendor's compliance with Title VI.
4. Compliance with Regulations: The Vendor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
5. Nondiscrimination: The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in section 10. below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
6. Solicitations for Subcontractors, including procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Vendor of the Vendor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.
7. Information and Reports: The Vendor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. Sanctions for Noncompliance: In the event of the Vendor's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Vendor under the contract until the Vendor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
9. Incorporation of Provisions: The Vendor will include the provisions of sections 1. through 9. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Vendor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

10. During the performance of this contract, the Vendor, for itself, its assignees, and successors in interest, consultants and sub-contractors, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

ODOT COOPERATIVE PURCHASING PROGRAM REQUIREMENTS

(Last Revised 6/2016)

In accordance with Ohio Revised Code Section 5513.01 (B), the Department may permit and approve any Political Subdivision, State university or college, Ohio Turnpike and Infrastructure Commission, or State agency (collectively the "Ordering Agencies") to participate in this Contract. The Office of Contract Sales, Purchasing Services section shall notify the Vendor, in writing, of the name of the Ordering Agency that has been authorized by the Department to participate in this Contract. Once approved, the responsibilities and obligations of the Ohio Department of Transportation shall cease at this point. Both the Ordering Agency and the Vendor will be bound by the Contract's terms and conditions. The Vendor shall deal directly with the Ordering Agency that has been authorized to participate in this contract. All orders placed by the Ordering Agency shall be filled in accordance with the terms and conditions of this particular contract. All invoices for such purchases shall be sent directly by the Vendor to the Ordering Agency's provided billing address.

The Vendor agrees indemnify the State of Ohio, Department of Transportation for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to an Ordering Agency's participation in the ODOT Cooperative Purchasing Program and its performance under this Contract.

Political Subdivisions are defined in Ohio Revised Code Section 5513.01(C)(1) as "any county, township, municipal corporation, conservancy district, township park district, park district created under Chapter 1545. of the Revised Code, port authority, regional transit authority, regional airport authority, regional water and sewer district, county transit board, school district as defined in section 5513.04 of the Revised Code, regional planning commission formed under section 713.21 of the Revised Code, regional council of government formed under section 167.01 of the Revised Code, or other association of local governments established pursuant to an agreement under sections 307.14 to 307.19 of the Revised Code."

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Co-op requests should be submitted through OhioBuys.

If you are a new Co-op user who would like to gain access to OhioBuys, here are the steps to follow:

Complete the Co-op User Account Request Form. The [Co-op User Account Request form](#) can be found on the [OhioBuys Resources and Forms](#) page under Templates and Forms.

Send the completed form to OBM.ContactCenter@obm.ohio.gov and put "OhioBuys" in the subject line. An OhioBuys State Admin will then use the information provided to create your new account. After your account has been created, you will be contacted.

Navigate to <https://eprocurement.ohio.gov> and enter your account credentials to log in to OhioBuys.

Participants also assume responsibility for ordering directly from the supplier and payment to them for any supplies or services purchased from ODOT contracts.

For more information regarding the program, please contact:

Maureen Studer: maureen.studer@das.ohio.gov | 1-614-728-3723

Renee Hinte: renee.hinte@das.ohio.gov | 1-614-466-6530

How to Submit a DOT Contract Request - [06.09 OhioBuys Submit a Co-op Contract Request Job Aid](#)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH PROSHOT CONCRETE, INC. FOR STORM SEWER REPAIR-CORRUGATED METAL PIPE INVERT LINING AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to execute a contract with Proshot Concrete, Inc. for Storm Sewer Repair-Corrugated Metal Pipe Invert Lining in accordance with the bid file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that this critical infrastructure repair can be done as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed		
		Mayor's Approval
Posted		
First Reading		Rules Suspended
Second Reading		Emergency
Third Reading		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Electric Vehicle Charging Station through OKI funding for multiple public locations – Ohio Department of Transportation (ODOT) Local Public Agency Agreement - PID 121828

Legislation Title:

Ordinance to authorize the City Manager to execute an agreement with Ohio Department of Transportation for Electric Vehicle Charging Station through OKI funding for multiple public locations and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to enter into an agreement with ODOT for the City to administer the construction of the Electric Vehicle Charging Station Grant funding through OKI's Carbon Reduction Program.

Staff believe the project has merit and that the installation will help keep the City in touch with developing technologies. The addition of EV charging stations has the potential to provide support to our local economy.

Discussion:

It is necessary for City Council to authorize the City Manager to execute an agreement with ODOT to administer the construction of this project.

The City of Fairfield was awarded two grants for the installation of Electric Vehicle (EV) Charging Stations within the City.

ODOT combined the two separate grants to the City from OKI for charging stations. Locations approved were Waterworks Park for 4 charging ports (with the infrastructure to expand to 20), the Library for 2 charging ports, the Justice Center for 4 charging ports (with the infrastructure to expand to 20), the Community Arts Center for 4 charging ports (with the infrastructure to expand to 10), and Harbin Park for 2 charging ports. OKI is supplying the match to the federal money for these locations, so they are 100% outside City funding. The City will provide local funding

for completing the engineering needed to prepare bid documents and obtain an electrical permit.

This project is programmed in the 2025-2029 Capital Improvement Program under 5PW44 – EV Charging Stations.

OKI is supplying Carbon Reduction Grant funding with no local match required. Our application considered the electric infrastructure at those locations that would allow for future expansion of the charging network to include more public chargers, charging stations for City EV's, or a combination of both. CMTA consultants were engaged by Public Works and provided preliminary engineering with future needs considered. CMTA has previously analyzed the needs and capabilities of our existing facilities as part of Fairfield Sustains.

Currently the City has two Level 2 Charging Ports at the Community Arts Center. This location was selected as it met the criteria for which the previous application was scored by the OEPA. It is a well-lit, safe location near the heavily travelled Pleasant Avenue (US 127). It is on City property which made the installation 100% eligible for funding. The previous project was a 20% match as will be this project.

It will be the City's intent to implement a fee for use like that of surrounding jurisdictions once additional chargers are brought on-line.

This project falls in line with the goals of the Fairfield Forward Comprehensive Plan and our draft Fairfield Sustains plan to promote environmental sustainability. The plan specifically mentions investigating electric vehicle charging stations.

Financial Impact:

No financial impact at this time.

Emergency Provision:

Yes. The funding is available for FY2026 and ODOT will review our plans once an LPA agreement is in place; therefore a suspension of the rules and emergency provisions are being requested.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 121828 BUT Fairfield EV Chargers FY26 Local Let LPA Agreement
2. PID 121828 Revised Scope of Services Fairfield EV FY26
3. OHIO DEPARTMENT OF TRANSPORTATION-ORD

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **City of Fairfield, 8870 N Gilmore Road, Fairfield, OH 45014** (LPA).

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **installation of electric vehicle charging infrastructure stations at the Fairfield Community Art Center, Fairfield Justice Center, Fairfield Lane Library, Harbin Park and Waterworks Park** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **\$628,007.60** as set forth in Attachment 1. ODOT shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **\$456,732.80** in **Federal OKI Carbon Reduction (SAC 4CD7/KI08) funds**, with the **20** percent match provided as **Toll Revenue Credits (TRC)**, up to a total of **\$114,183.20**. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the

foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the “Authorization to Advertise” notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT’s LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers’ Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers’ Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at

<https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with

pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Mr. Nick Dill, City Engineer
City of Fairborn
8870 N. Gilmore Road
Fairfield, OH 45014

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any

deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

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

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders

and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

14. NOTICE

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

If to the LPA:

If to ODOT:

Mr. Nick Dill, City Engineer	Doug Gruver, P.E., D8 DD
City of Fairfield	ODOT District 8
8870 N. Gilmore Road	505 S SR 741
Fairfield, OH 45014	Lebanon, OH 45036
NDill@fairfield-city.org	Doug.Gruver@DOT.Ohio.Gov

15. GENERAL PROVISIONS

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

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

☐

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

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

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

☐

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

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

☐

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

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

☐

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

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

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

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

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

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

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:



ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Project: BUT - Fairfield EV Chargers FY26

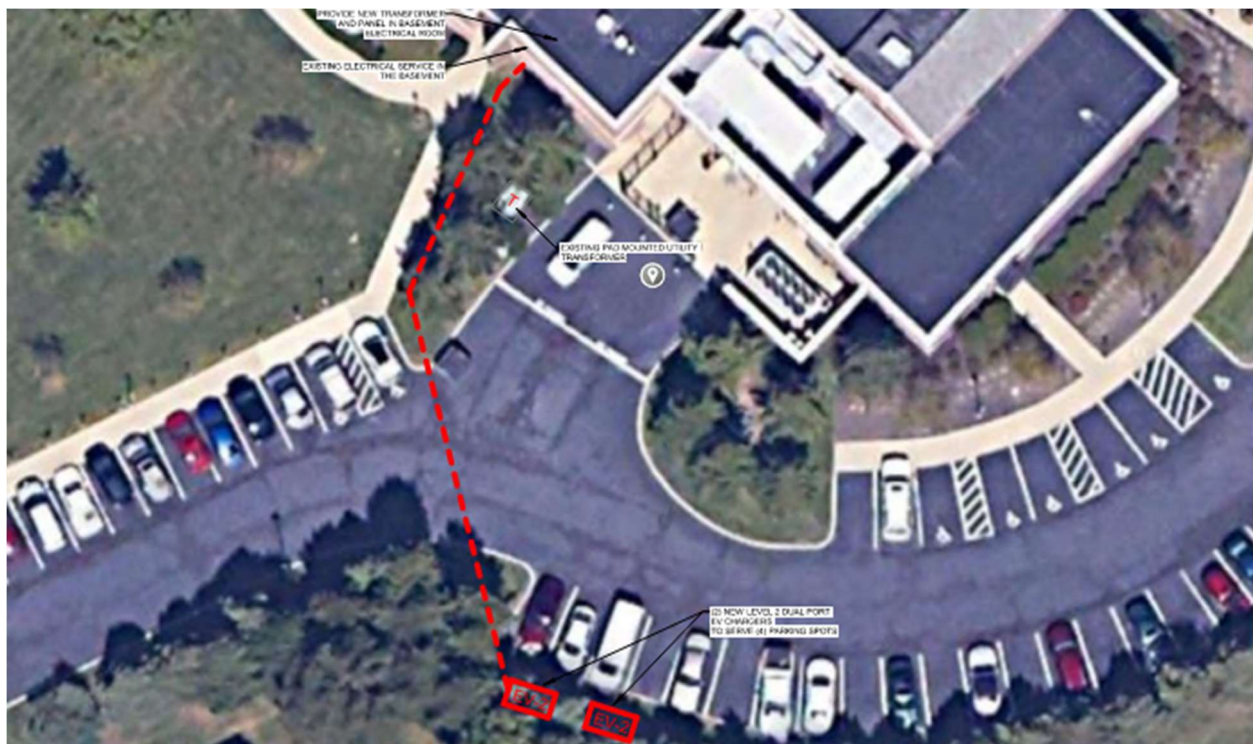
PID: 121828 combine with 122821

Letting Type: Local Let

Project Description: Installation of 16 EV level 2 Charging Stations in the City of Fairfield at various locations.

Location: Municipal Waterworks Park, Fairfield Justice Center, Fairfield Community Arts Center, William Harbin Parking Lot, Fairfield Lane Library

Site 1: Fairfield Community Art Center. 4 single port charging stations level 2 (to be expanded to 10)

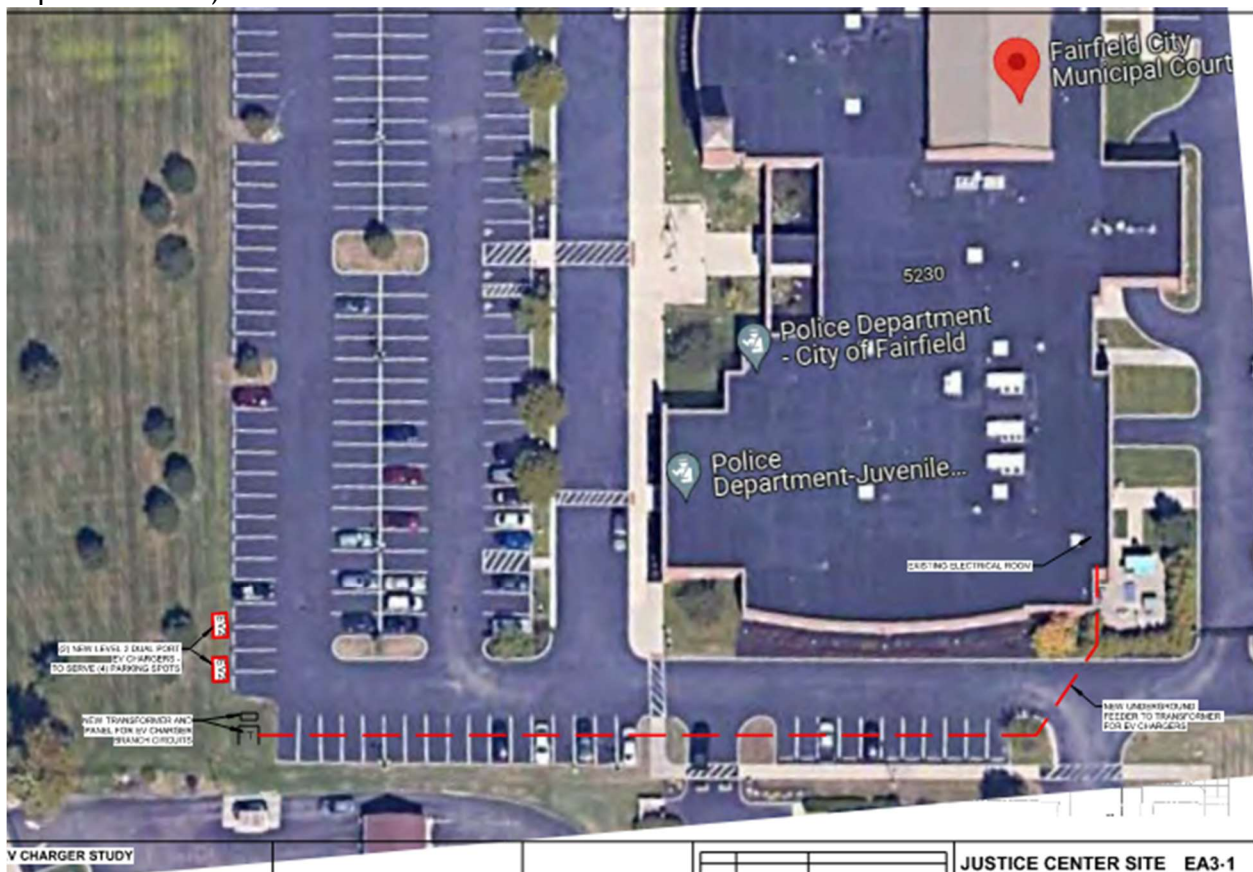




ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

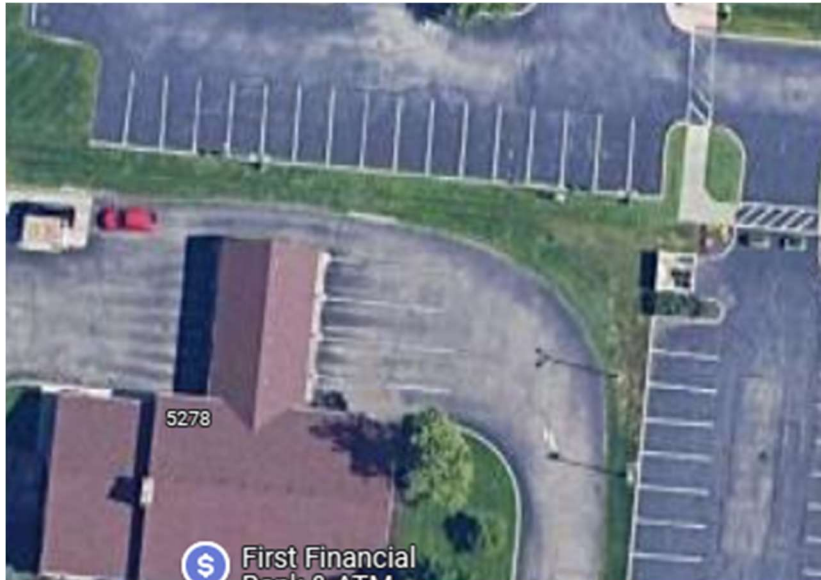


Site 2: Fairfield Justice Center (Municipal Court) 4 single port level 2 charging stations (to be expanded to 20)





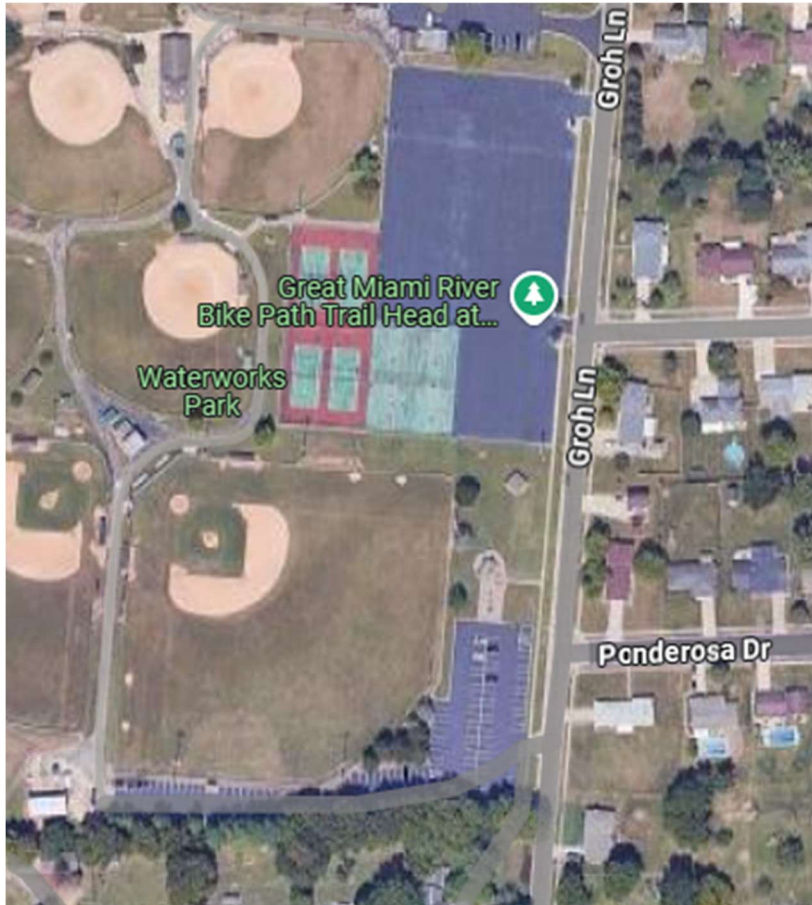
ODOT DISTRICT 8: EV CHARGING STATION
PROJECTS
Basic Project Narrative, PID 121828





ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Site 3: Fairfield Waterworks Park. 4 single port level 2 charging stations (to be expanded to 20)





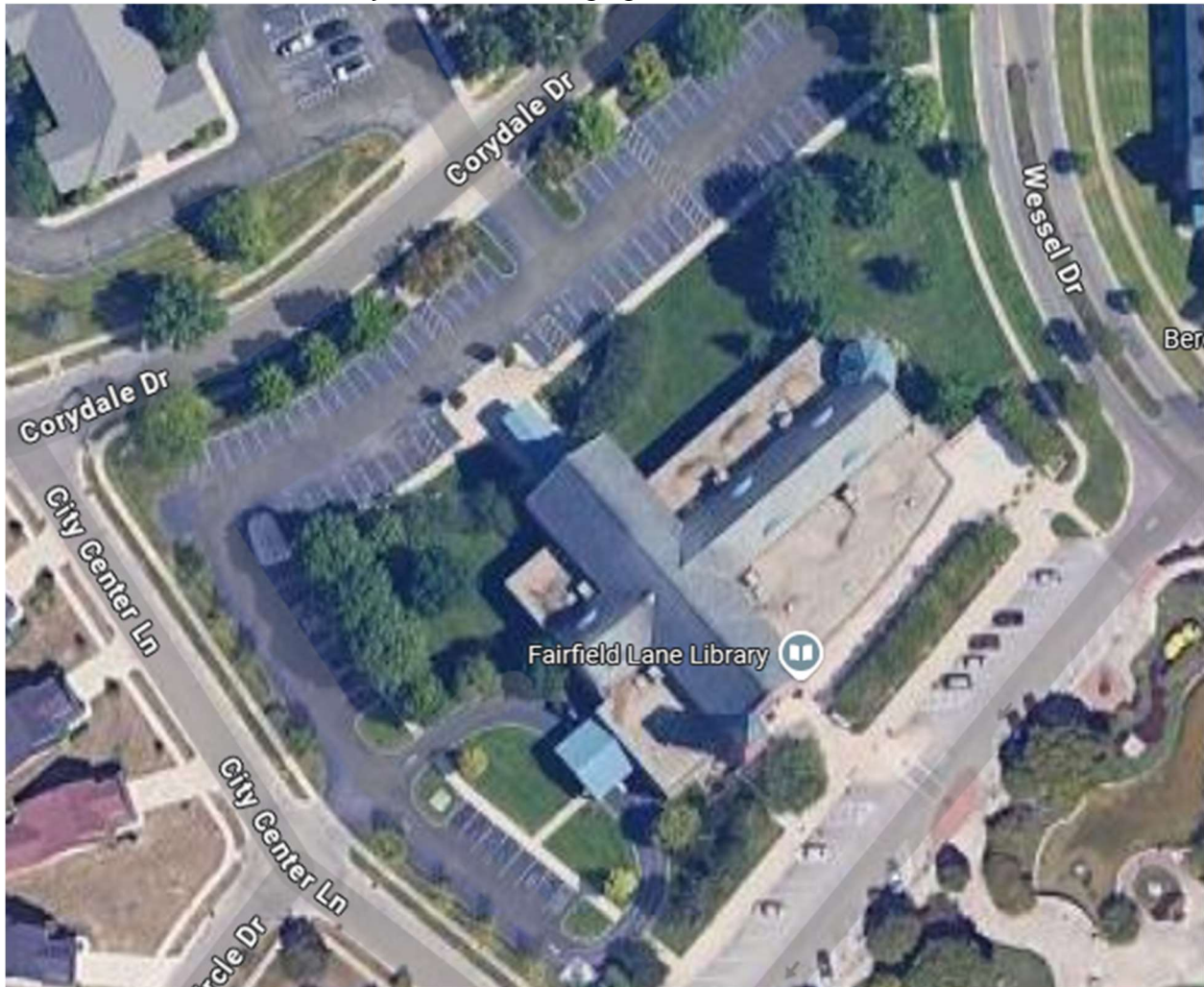
ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828





**ODOT DISTRICT 8: EV CHARGING STATION
PROJECTS**
Basic Project Narrative, PID 121828

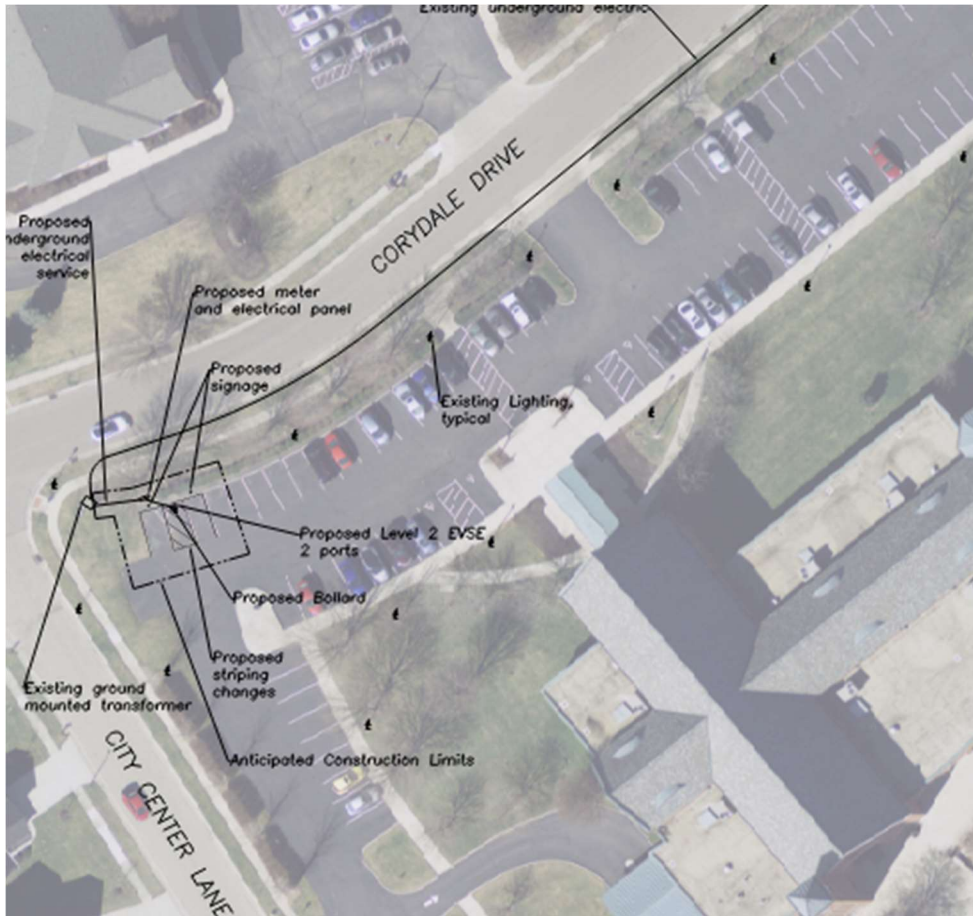
Site 4: Fairfield Lane Library. 2 level 2 charging stations





ODOT DISTRICT 8: EV CHARGING STATION PROJECTS

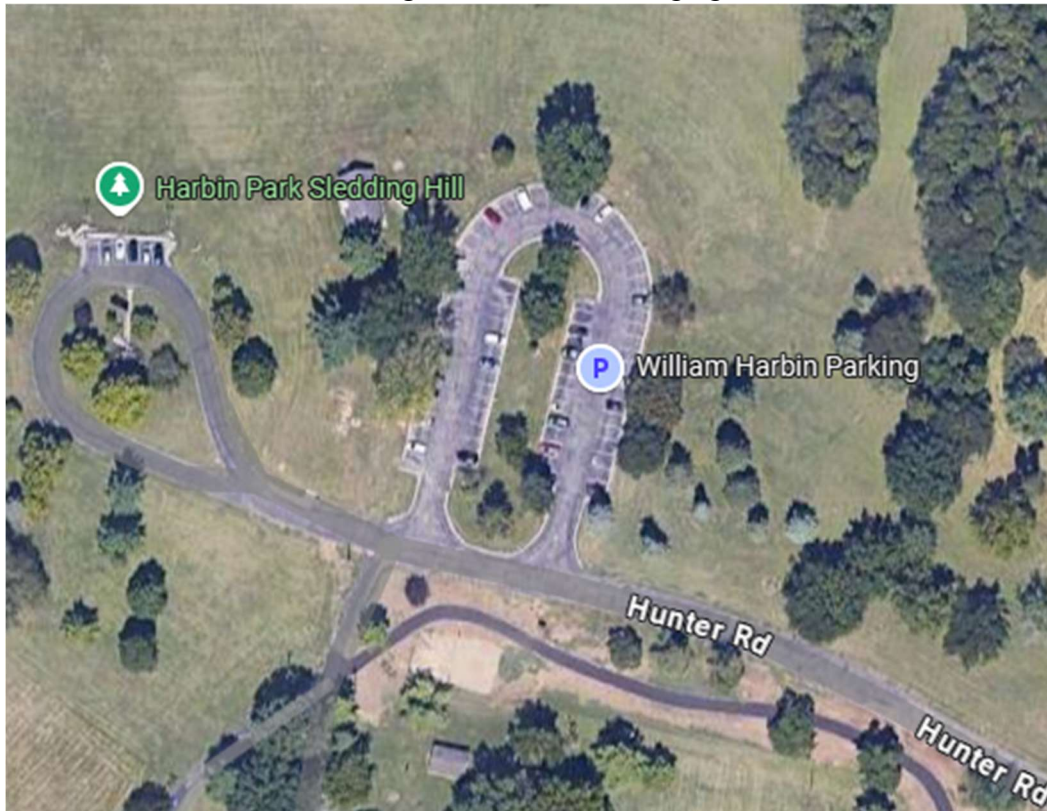
Basic Project Narrative, PID 121828





ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

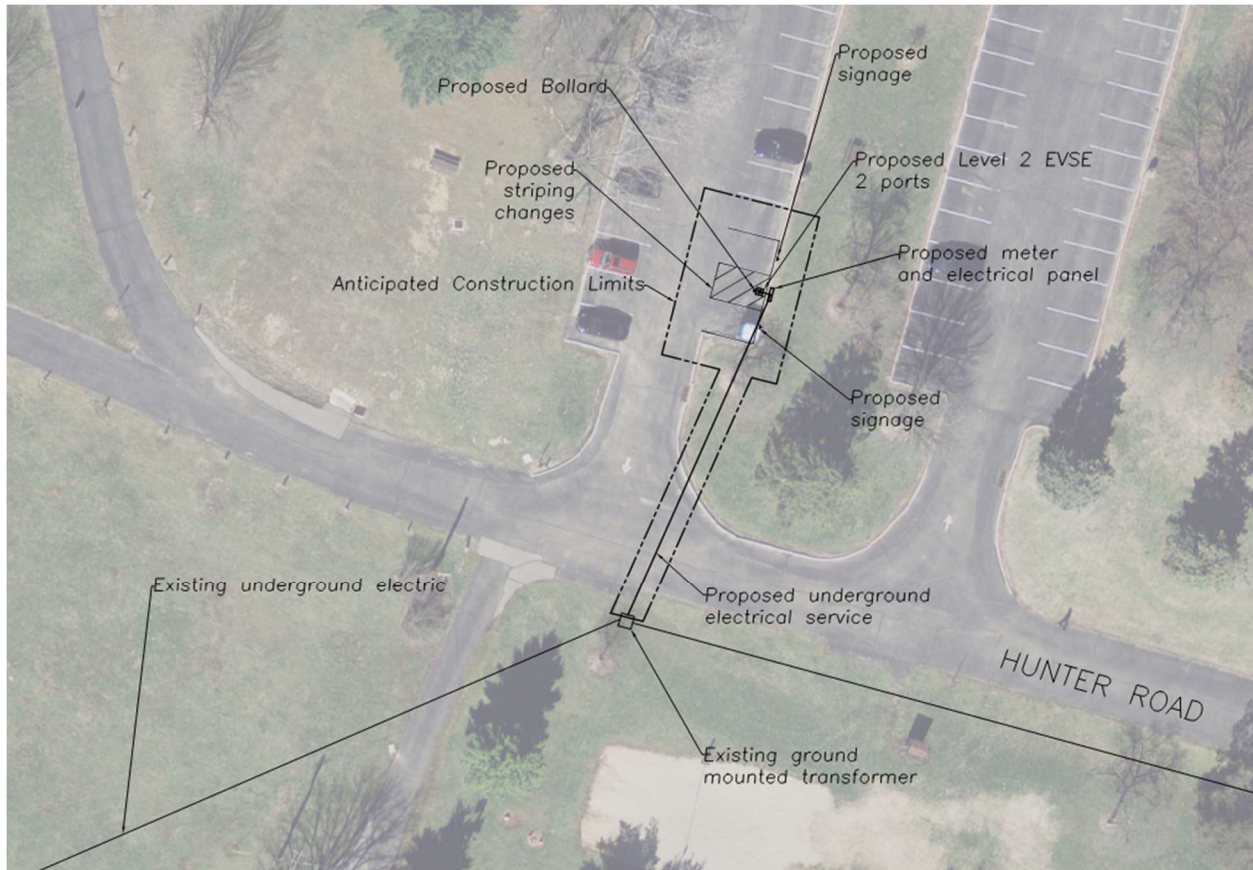
Site 5: William Harbin Parking lot. 2 level 2 charging stations





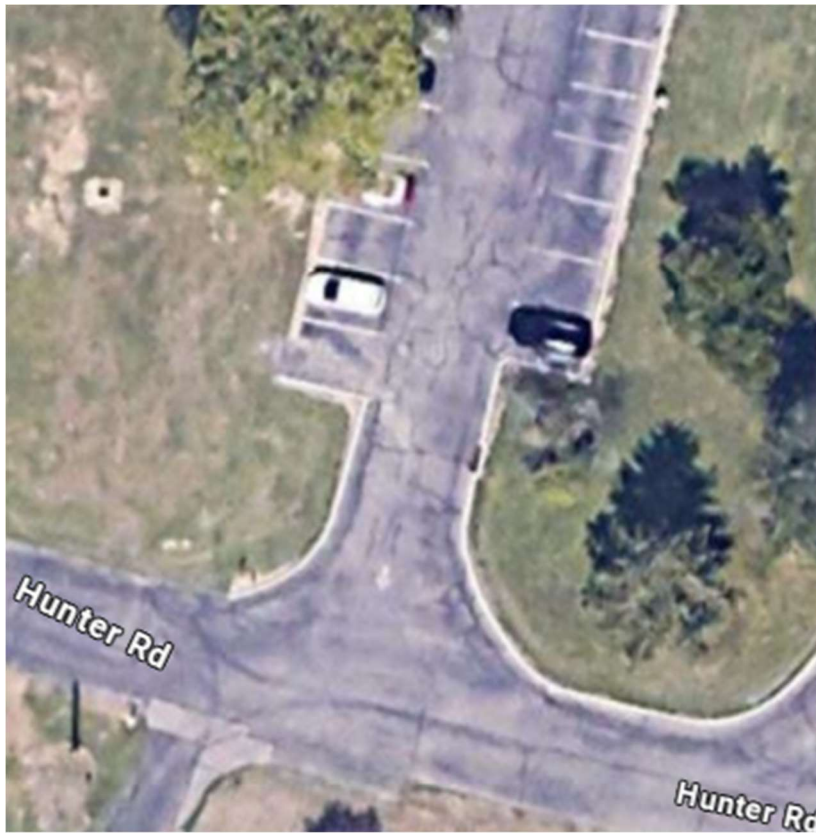
ODOT DISTRICT 8: EV CHARGING STATION PROJECTS

Basic Project Narrative, PID 121828





**ODOT DISTRICT 8: EV CHARGING STATION
PROJECTS**
Basic Project Narrative, PID 121828





ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Scope:

Alignment/Profile: Existing

Other Assets Possible in the Project:

Sidewalk	TBD repair existing walk
Guardrail	N/A
Bridge/Culvert	N/A
Pavement Markings	Parking lot stall marking
Driveways	N/A
MOT	All parking lots available during construction. Pedestrians and other vehicles to be detoured around work areas
Asphalt repair	Repair existing asphalt
Conduit	N/A
Signage	Parking space signs and entry of lots

Plan Splits	
01/MPO/44	Installation of electric vehicle charging stations

Environmental Document: Completed by ODOT.

RR Coordination: N/A

FAA Analysis: Yes, Mercy Fairfield Hospital, BUT Regional Airport

Utility Coordination: Completed by the City of Fairfield

Funding Summary:

Preliminary		Federal Funds (4CD7)	TRC	Local Funds (LNTP)	TOTAL
Design	100% City	\$0	\$0	\$0	\$0
RW	100% City	\$0	\$0	\$0	\$0
Utilities	100% City	\$0	\$0	\$0	\$0
Construction		\$ 456,732.80	\$114,183.20	\$0	\$570,916
Inspection		\$0	\$0	\$57,091.60	\$57,091.60
Total		\$456,732.80	\$114,183.20	\$57,091.60	\$628,007.60

Project Construction Cap = \$570,916

Project construction cost = \$628,007.60



ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Roles/Responsibilities:

Construction plan development: (ODOT Prequalified Consultant must be used if not being prepared in house by City)	City of Fairfield / Consultant
Proposal/Specification Development:	City of Fairfield
LPA Federal Local-Let Project Agreement :	ODOT/City of Fairfield
Final and preliminary legislation:	City of Fairfield / ODOT
Advertising and award of contract:	City of Fairfield
Construction inspection:	City of Fairfield
R/W plan development:	N/A
R/W acquisition / appraisals:	N/A
Utility relocation:	City of Fairfield

Schedule:

Milestone	Date	Completed	SFY (Qtr)	Other Milestone Information
Field Review	03/21/2025		2025 (Q3)	
Initial Project Scope Complete	03/21/2025		2025 (Q3)	
Authorized Design Consultant	05/21/2025	—	2025 (Q4)	
NEPA Start Date	07/14/2025	—	2026 (Q1)	
Stage 3 Plans - Submitted	07/21/2025	—	2026 (Q1)	
Environmental Document Submitted	07/28/2025	—	2026 (Q1)	
Stage 3 Plans - Complete	08/08/2025	—	2026 (Q1)	
Environmental Document Approved	08/29/2025	—	2026 (Q1)	
Local R/W Certification	10/01/2025	—	2026 (Q2)	
Final Tracings - Submitted	10/08/2025	—	2026 (Q2)	
District R/W Certification	10/15/2025	—	2026 (Q2)	
Final Tracings - Complete	10/22/2025	—	2026 (Q2)	
Plan Package Submitted to District	11/03/2025	—	2026 (Q2)	
Plan Package Submitted to C.O.	11/20/2025	—	2026 (Q2)	
Plan Package Received in C.O.	11/20/2025	—	2026 (Q2)	
Sale	01/21/2026	—	2026 (Q3)	
Award	03/20/2026	—	2026 (Q3)	Reservoir Year:
Begin Construction	05/22/2026	—	2026 (Q4)	
End Construction	09/04/2026	—	2027 (Q1)	Estimated Duration: 90

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION FOR ELECTRIC VEHICLE CHARGING STATION THROUGH OKI FUNDING FOR MULTIPLE PUBLIC LOCATIONS AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to execute an agreement with Ohio Department of Transportation for Electric Vehicle Charging Station through OKI funding for multiple public locations in accordance with the agreement on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the agreement be executed timely to comply with FY2026 ODOT grant funding requirements; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
	-	- Mayor's Approval
Posted	_____	
	-	
First Reading	_____	Rules Suspended _____
	-	-
Second Reading	_____	Emergency _____
	-	-
Third Reading	_____	
	-	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Resolution In Support of State Issue 2
Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot

Legislation Title:

Resolution in support of State Issue 2 Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot.

- Legislation - First Reading

Recommendation:

Staff recommends that Council pass a resolution that the City of Fairfield, a municipal corporation, joins the Strong Ohio Communities coalition in support of State Issue 2 and urges a YES vote on Issue 2 on May 6, 2025.

Discussion:

Not applicable

Financial Impact:

Not applicable

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Completed OPWC Projects - Total Disbursements
2. City of Fairfield OPWC Support Resolution - Yes on Issue 2
3. STATE ISSUE 2-RES

<u>CJ12Z</u>	36
<u>CJ24Z</u>	36
<u>DJAA01</u>	37
<u>CJ17Y</u>	35
<u>CJ01E</u>	15
<u>CJ04R</u>	28
<u>CJ02F / CJ</u>	16
<u>CJ021</u>	10
<u>CJ102</u>	1
<u>CJ14C</u>	13
<u>CJ17U</u>	31
<u>CJ17T</u>	30
<u>CJ27V</u>	32
<u>CJ25X</u>	34
<u>CJ603</u>	6
<u>CJ507</u>	5
<u>CJ406</u>	4
<u>CJ305</u>	3
<u>CJ723</u>	7
<u>CJ720</u>	7
<u>CJ913</u>	9
<u>CJF01</u>	8
<u>CJE03</u>	7
<u>CJE02</u>	7
<u>CJB02</u>	3
<u>CJK08</u>	13
<u>CJJ11</u>	12
<u>CJJ02</u>	12
<u>CJI03</u>	11
<u>CJF14</u>	8
<u>CJP01</u>	18
<u>CJL11</u>	14
<u>CJT05</u>	22
<u>CJT04</u>	22
<u>CJS02</u>	21
<u>CJR06</u>	20
<u>CJQ02</u>	19
<u>CJQ01</u>	19
<u>CJW01</u>	25
<u>CJV12</u>	24
<u>CJU01</u>	23
<u>CJZ07</u>	28
<u>CJX11</u>	26
<u>CJX05</u>	26

<u>DJS03</u>	29
<u>CU22G</u>	17
<u>DJX05</u>	34
<u>DJV10</u>	32

South Route 4 Improvements
Pleasant Avenue BUT-127-(0.32) (0.79) Intersection Improvements
Nilles, Old Gilmore, Augusta, Et Al. Improvements
Multiple Streets Improvements
Symmes Road Widening: Bypass 4 To Seward
Winton-Seward-Ross
Muhlhauser Road Reconstruction
Port Union Road Widening
Storm Water
Winton and Holiday Storm Sewer
North Gilmore Road Improvements
Symmes Road and Seward Road Improvements
River-Gray Roundabout
2021 Street Improvement Program
Winton Road Bridge
Mack-Ross Intersection Improvements
Dixie-Mack-Muhlhauser Improv
Bobmeyer Road
Ross Road
Winton Road Ditch
Mack Road - Phases III and IV
Seward Road Bridge Replacement
Ross Road Realignment
Pleasant Avenue Upgrade
Pleasant & Symmes Inter Improv
Eastpointe Drive Road Construction
Gray at Polo Springs/Whitehall Meadow
Gray at Mill/Winton Intersection Improvement
Port Union/Gilmore/Holden Improvements
River Road Widening
Winton/Resor Intersection Improvement
Winton Road Bridge Replacement
S. Gilmore Road Widening - Mack To Kolb
River Road Bridge #00.722 Replacement
Lesaint Drive Reconstruction
S.Gilmore and Mack Intersection Improvement
Pleasant Ave/John Gray Road Intersection
Gray Road Improvements
I-275 Winton Rd Gilmore Rd Corridor
Resor Rd Improvements
Bypass 4 Widening -SR 4 To Symmes Road
Ross - Kenn Road Improvements
Seward Road Widening
River Road Improvements

Nilles Road – Gray Road Improvements
River Road Stabilization
Boymel Drive Improvements
2018 Bridge Rehabilitation

[illegible]

City of Fairfield	Butler	Road	Completed
City of Fairfield	Butler	Road	Completed
City of Fairfield	Butler	Road	Completed
City of Fairfield	Butler	Bridge/Culvert	Completed

\$	600,000
\$	300,000
\$	950,000
\$	785,000
\$	622,669
\$	742,147
\$	1,479,951
\$	1,046,400
\$	442,033
\$	150,000
\$	750,000
\$	619,697
\$	355,036
\$	700,000
\$	204,244
\$	224,000
\$	523,489
\$	1,308,500
\$	280,000
\$	150,482
\$	594,400
\$	275,964
\$	608,800
\$	480,000
\$	262,800
\$	252,360
\$	167,680
\$	75,200
\$	886,022
\$	592,600
\$	381,407
\$	280,758
\$	179,892
\$	347,497
\$	278,961
\$	580,344
\$	159,000
\$	141,100
\$	749,241
\$	350,000
\$	1,243,734
\$	88,495
\$	606,293
\$	807,833

\$	538,621
\$	131,300
\$	153,089
\$	275,000
\$	23,722,039

City of Fairfield Resolution

SUPPORT FOR VOTERS SAYING YES ON ISSUE 2

Resolution In Support of State Issue 2 Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot

Council Agenda for April 14, 2025

Whereas the State Capital Improvement Program (SCIP) is a state-local government partnership program that funds local infrastructure projects in communities across Ohio;

Whereas the program has, for nearly 40 years, provided over \$7 billion for improvements to keep Ohio's roads and bridges safe and in good condition for residents, first responders, and all motorists traveling on Ohio roadways, and to improve local wastewater treatment, water supply, and stormwater infrastructure in all 88 Ohio counties;

Whereas, the SCIP provides essential grants, loans, and loan assistance to local governments;

Whereas the renewal of the SCIP will not raise taxes for Ohioans and the renewal is critical to prevent a gap in infrastructure investment, as the current authorization is set to sunset July 1, 2025;

Whereas funding for the State Capital Improvement Program relies on an amendment to Ohio's Constitution about every ten years, and has been overwhelmingly approved by voters three times since its creation in 1987;

Whereas, the City of Fairfield has benefitted from SCIP, receiving over twenty-three million dollars in grant funds for nearly fifty road infrastructure projects, which have significantly improved the quality of life and safety for City residents;

Whereas infrastructure investment encourages economic development, creates and maintains business, contributes to public health and safety, creates construction jobs and helps keep Ohio competitive; and

Now therefore be it resolved that the City of Fairfield, a municipal corporation, joins the Strong Ohio Communities coalition in support of State Issue 2 and urges a YES vote on Issue 2 on May 6, 2025.

Adopted this 14th day of April, 2025.

RESOLUTION NO. _____

RESOLUTION IN SUPPORT OF STATE ISSUE 2 RENEWAL OF THE
STATE CAPITAL IMPROVEMENT PROGRAM ON THE MAY 6, 2025
STATEWIDE BALLOT.

WHEREAS, the State Capital Improvement Program (SCIP) is a state-local government partnership program that funds local infrastructure projects in communities across Ohio;

WHEREAS, the program has, for nearly 40 years, provided over \$7 billion for improvements to keep Ohio's roads and bridges safe and in good condition for residents, first responders, and all motorists traveling on Ohio roadways, and to improve local wastewater treatment, water supply and stormwater infrastructure in all 88 Ohio counties;

WHEREAS, the SCIP provides essential grants, loans and loan assistance to local governments;

WHEREAS, the renewal of the SCIP will not raise taxes for Ohioans and the renewal is critical to prevent a gap in infrastructure investment, as the current authorization is set to sunset July 1, 2025;

WHEREAS, funding for the State Capital Improvement Program relies on an amendment to Ohio's Constitution about every ten years, and has been overwhelming approved by voters three times since its creation in 1987;

WHEREAS, the City of Fairfield has benefited from SCIP, receiving over twenty-three million dollars in grant funds for nearly fifty road infrastructure projects, which have significantly improved the quality of life and safety for City residents;

WHEREAS, infrastructure investment encourages economic development, creates and maintains business, contributes to public health and safety, creates construction jobs and helps keep Ohio competitive; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City of Fairfield, an Ohio municipal corporation joins the Strong Ohio Communities coalition in support of State Issue 2 and urges a YES vote on Issue 2 on May 6, 2025.

Section 2. This Resolution shall take effect at the earliest period allowed by law.

Passed _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\STATE ISSUE 2-RES



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Laurie Murphy, Assistant City Manager CPO
Department: City Manager's Office - CPO

Subject:

Municipal Court Wage Ord

Legislation Title:

Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees, To repeal Ordinance No. 39-24 and all amendments thereto and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council approve this ordinance, suspending the rules and declaring an emergency to allow for the authorization of an additional full-time Court employee and the adjustment of a pay range.

Discussion:

Judge Zoz and the Court Administrator have reviewed Municipal Court staffing and have determined that an additional Full-Time Deputy Bailiff position is needed to ensure the efficient operations of the Court. In order to accommodate the request, the current ordinance needs to be amended to authorize the additional position. Additionally, an adjustment is needed to the pay range for the position of Chief Deputy Clerk to align with internal and external pay comparables.

Financial Impact:

Funding is provided under the auspices of the approved 2025 Operating Budget.

Emergency Provision:

Yes-suspending the rules and declaring an emergency will allow the Court to expeditiously post and fill the newly authorized position and adjust the pay range in time for wage increases.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Court Staffing Ord 3-24-2025

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN MUNICIPAL COURT EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN MUNICIPAL COURT EMPLOYEES TO REPEAL ORDINANCE NO. 39-24 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio that:

- Sec. 1 Ordinance No. 39-24, and all other prior Ordinances inconsistent herewith, are hereby repealed.
- Sec. 2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance. Pay decisions relative to all these positions excluding those which salaries are mandated by the State of Ohio, are at the discretion of the Municipal Judge for the City of Fairfield.
- Sec. 3 All positions established in this Ordinance are considered “at will” and those employees in said positions serve at the pleasure of the Municipal Judge of the City of Fairfield.
- Sec. 4 All rates established by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.
- Sec. 5 In the department of General Government are the following classifications of jobs and rates of pay:

A. Municipal Court

One (1) Municipal Judge*	61,750 per annum**
One (1) Clerk of Courts/Court Administrator*	75,000-145,000 per annum
One (1) Chief Probation Officer	50,000-90,000 per annum
One (1) Victim Advocate	19.00-25.00 per hour
One (1) Administrative Assistant to the Judge	20.00-35.00 per hour
Two (2) Chief Deputy Clerks	[22.00-35.00] 25.00-40.00 per hour
Twelve (12) Deputy Clerks	19.50-30.00 per hour
One (1) Imaging Clerk	19.50-25.00 per hour
One (1) Bailiff*	24.00-35.00 per hour
One (1) TWO (2) Deputy Bailiff I (FT)	24.00-30.00 per hour
Four (4) Probation Officers	22.00-31.25 per hour
Two (2) Civil Magistrates (PT)*	22,000-35,000 per annum
Acting Judges (AS NEEDED)	**
Visiting Judges*** (AS NEEDED)	**
ONE (1) PT Deputy Clerk	18.00-25.00 per hour
Two (2) Community Service Officers (PT)	18.00-25.00 per hour
Seven (7) Deputy Bailiff II (PT)	24.00-30.00 per hour

(*3/5 of salary paid by City of Fairfield, and 2/5 of salary paid by Butler County)

(** Salary mandated by State of Ohio)

(***2/5 of salary paid by City of Fairfield, and 3/5 of salary paid by Butler County)

- Sec. 6 The salaries, rates and conditions established in Section 5 of this Ordinance shall be effective from and after April 1, 2025. Until the rates are changed, the former rates shall apply. Notwithstanding any other provision of this ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Federal Fair Labor Standards Act or its successor law.
- Sec. 7 The Municipal Judge is authorized to hire up to one additional person for each position authorized in this ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such

training overlaps would be of short duration, generally, not to exceed 60 days.

Sec. 8 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner; wherefore this Ordinance shall take effect immediately upon its passage.

Passed _____

Posted _____

First Reading _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Mayor's Approval

Rules Suspended _____

Emergency _____



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."

- Contractual Appropriations: \$1,017,136 total (Detail: \$431,136 Emergency Weather Sirens (Police); \$125,000 Storm Sewer Repair (Public Works); \$99,000 Golf Maintenance Equipment (Parks & Recreation); \$122,000 SCBA equipment (Fire); \$240,000 Parks Playing Courts Rehabilitation Project (Public Works))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed.

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$1,021,136 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CONTRACTUAL 4-14-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 ENTITLED “AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.”

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$431,136
	10016025-252000 Improvements Other Than	
To:	Building	\$431,136
	(Emergency Weather Sirens SPD10)	
From:	Unappropriated Capital Improvement Program	\$346,000
	40216025-252000 Improvements other than Building	\$125,000
	(Storm Sewer Repair-Corrugated Metal Pipe 5PW55)	
To:	40216025-253200 Capital Equipment	\$221,000
	(Golf Maintenance Equipment SRC04 [\$99,000])	
	(SCBA Project for reserve apparatus 5FD06 [\$122,000])	
From:	Unappropriated Park Development Fund	\$240,000
	41316025-252100 Park Improvements	\$240,000
	(Various Parks Playing Courts Rehabilitation 5PW31)	

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		— Mayor’s Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
		—
Second Reading	_____	

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\CONTRACTUAL 4-14-ORD



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Finance

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."

- Non-Contractual Appropriations: \$460,893 total (see attached for detail; \$4,000 quote included in Golf Maintenance Equipment Council letter (Parks & Recreation))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed.

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$460,889 from noted funding source.

Emergency Provision:

NA

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. NON CONTRACTUAL 4-14-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Street Improvement Fund	\$37,000
To:	40116023-233900 Other Professional Services (<i>Geotechnical & Testing Services 5PW10</i>)	\$10,000
To:	40116025-252000 Improvements Other Than Building (<i>2025 Crack Sealing 5PW13</i>)	\$27,000
From:	Unappropriated Capital Improvement Fund	\$297,784
To:	40216023-233900 Other Professional Services (<i>Invasive Species Removal at Marsh Lake 5PR02</i>)	\$22,400
To:	40216024-241200 Non Capital Equipment/Furnishing (<i>Golf Maintenance Equipment 5RC04</i>)	\$4,000
To:	40216025-252000 Improvements Other Than Building (<i>Replacement and Repair of Playground Equipment 5PW34 [\$20,000]</i>) (<i>Traffic Signal Upgrades-Illuminated Sign 5PW41 [\$29,638]</i>)	\$49,638
To:	40216025-253200 Capital Equipment (<i>Refrigerator at North Trace 5RC13 [\$8,925]</i>) (<i>Portable Radio Project 5FD06 [\$41,317]</i>)	\$50,242
To:	40216025-254000 Building Improvements (<i>Various Parks Facilities Improvements - Roofs, Doors, Etc. 5PW32 [\$31,504]</i>) (<i>Community Arts Center (CAC) Upgrades 5PR01 [\$140,000]</i>)	\$171,504

From:	Unappropriated Park Development Fund	\$59,335
To:	41316025-252000 Improvements Other Than Building (<i>Harbin Park Disc Golf-Replacement Equipment 5PW33</i>)	\$11,475
To:	41316025-254000 Building Improvements (<i>Harbin Park Facilities Improvements 5PW33</i>)	\$47,860
From:	Unappropriated Sustainability Fund	\$18,278
To:	41616024-241100 Computer Supplies/Software (<i>Grant Management Software 5CM06</i>)	\$10,778
To:	41616025-252000 Improvements Other Than Building (<i>2025 Streetlight Installation Program 5PW11</i>)	\$7,500
From:	Unappropriated Water Replacement & Improvement Fund	\$10,496
To:	60416025-252000 Improvements Other Than Bldg. (<i>Well #6 Repair 5WT01</i>)	\$10,496
From:	Unappropriated Recreation Facilities Fund	\$38,000
To:	64051123-233900 Other Professional Services (<i>Aquatic Center Mural 5RC06</i>)	\$15,000
To:	64052025-252000 Improvements other than Building (<i>South Trace Fence 5RC01</i>)	\$23,000

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		— Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	—

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\NON CONTRACTUAL 4-14-ORD



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Geotechnical and Testing Services Appropriation

Legislation Title:

\$10,000 - Geotechnical and Testing Services Appropriation (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation of \$10,000.00 from the Street Improvement Fund to perform this work through a purchase order for Geotechnology (UES).

Discussion:

The City has a need for testing services as it relates to infrastructure construction projects scheduled in the Capital Improvement Program. The procedure to enter into individual contracts for testing services on various City projects is sometimes not practical as it can be time-consuming, costly, and would adversely affect the continuity and quality of testing contracted by the City. Geotechnical for larger projects is often incorporated in those individual design teams but this contract could be used for those as well if it is in the City's best interest to do so.

We work with a variety of testing and geotechnical firms when included in engineering and constructions contracts but have generally used Geotechnology, Inc. of Forest Park, Ohio (a Universal Engineering Solutions Company) through purchase orders over the last several years.

The 2025-2029 Capital Improvements Program has several projects scheduled for construction over the next several years that will require testing services and this is programmed as an annual need.

This project is programmed in the current 2025-2029 Capital Improvement Program as 5PW10.

Financial Impact:

\$10,000.00 from the Street Improvement Fund

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Appropriation of funding for the 2025 Streetlight Installation Program

Legislation Title:

\$7,500 - 2025 Streetlight Installation Program (Public Works)

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$7,500.00 from the Sustainability Fund for this project.

Discussion:

This is an annual expenditure, funded in the Capital Improvement Program. Often, the Public Works Department and/or the Police Department receive requests for additional street lights.

Costs covered are primarily for contracted work by Duke Energy or Butler Rural for the installation of street lights and infrastructure needed for street lighting.

The project is programmed in the 2025-2029 CIP as 5PW11.

Financial Impact:

\$7,500.00 from the 416 Sustainability Fund

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Appropriation of funding for Crack Sealing

Legislation Title:

\$27,000 - Crack Sealing Project (Public Works)

Recommendation:

Discussion:

It is recommended that City Council authorize an appropriation of \$27,000.00 from the Street Improvement Fund for Crack Sealing of various streets by Buck Pavement Restoration LLC of Toledo, Ohio.

Financial Impact:

\$27,000.00 (\$25,000.00 base bid with \$2,000.00 in contingency) from the Street Improvement Fund for various City streets.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Replacement and Repair of Playground Equipment

Legislation Title:

\$20,000 - Replacement and Repair of Playground Equipment (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation of \$20,000.00 from the Capital Fund for the needed replacement/repair of Playground equipment and other Public Works needs throughout the park system.

Discussion:

This project is an annual need throughout the City's park system for replacement and/or repair of playground equipment. Supplies, materials, and labor are included in this item for needed repairs to playground equipment.

The Public Works Department staff is being charged with evaluating, maintaining, and replacing these items at parks throughout the City of Fairfield to ensure that they are in good working order and are serving the public by meeting the needs of parks visitors.

Staff is working with an outside consultant to do an independent inspection of our existing equipment to determine what items need to be addressed in the coming year.

The project is programmed in the 2025-2029 CIP as 5PW34 Playground Equipment.

Financial Impact:

\$20,000.00 from the Capital Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Traffic Signal Upgrades – Illuminated Sign Replacement

Legislation Title:

\$29,638 - Traffic Signal Upgrades – Illuminated Sign Replacement (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation of \$29,638 from the Capital Improvement Fund for these traffic signal upgrades.

Discussion:

This project will consist of the City traffic crew retrofitting the existing LED overhead street name and lane use signs that were done with the Bypass 4 project approximately 12 years ago.

Capital Electric will be utilized to take down the existing signs and rehang the new ones due to the work requiring an electrical contractor. We will reuse the existing metal housings / fixtures but the LED strips that were used at that time are outdated and very dim. We have since retrofitted most of the city's other illuminated signs with an improved LED grid system.

This project will improve visibility, aesthetics, and uniformity of the signage in this high-volume traffic corridor.

This project is in the proposed Capital Improvements Program and is included in the 2025-2029 CIP as 5PW41. Staff will perform the retrofits themselves and utilize Capital Electric under the City contract to rehang signs.

Attached is the quote for the labor needed for staff to continue the project that we started last year. Also attached is the quote for new sign housings (five each at \$1238).

Financial Impact:

\$29,638 from the Capital Improvement Fund. \$23,448 for labor and \$6190 for new equipment.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 20250314155455084 Capital Electric quote
2. Quote_C28971_1743625906860

PROJ: Illuminated SNS Change Outs

LOC: Fairfield

EST: John Hoffman & Arnolando Jimenez

3150 Encrete Lane, Moraine, OH 45439

Tel: 937-424-2550 Fax: 937-297-1365

REF #	ITEM DESCRIPTION	QUANTITY	UNIT	BID PRICE	
				UNIT	TOTAL
1	BYPASS 4 & PORT UNION CHANGE OUT ILLUMINATED STREET NAME SIGN (CITY SUPPLIED STREET NAME SIGN AND ALL HARDWARE)	4.00	EACH	1,953.96	7,815.84
2	BYPASS & DIVERSION CHANGE OUT ILLUMINATED STREET NAME SIGN (CITY SUPPLIED STREET NAME SIGN AND ALL HARDWARE)	2.00	EACH	1,953.96	3,907.92
3	DIXIE AND DIVERSION CHANGE OUT ILLUMINATED STREET NAME SIGN (CITY SUPPLIED STREET NAME SIGN AND ALL HARDWARE)	2.00	EACH	1,953.96	3,907.92
4	DIXIE AND BYPASS/ROSS CHANGE OUT ILLUMINATED STREET NAME SIGN (CITY SUPPLIED STREET NAME SIGN AND ALL HARDWARE)	4.00	EACH	1,953.96	7,815.84
GRAND TOTAL					\$23,447.52



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Harbin Park Disc Golf – Replacement Equipment

Legislation Title:

\$11,475 - Harbin Park Disc Golf – Replacement Equipment (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation of \$11,475.00 from the Parks Development Fund for the materials to replace baskets and sleeves on the disc golf course at Harbin Park.

Discussion:

This appropriation is for materials to replace baskets and posts for all holes plus a practice hole as well as additional sleeves for alternate locations.

Public Works crews will install baskets and sleeves. Prus will be installing replacement tee boxes under a separate funding request.

The project is programmed in the 2025-2029 Capital Improvement Program as 5PW33 Harbin Park Renovations.

Financial Impact:

\$11,475.00 from the Parks Development Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Harbin DGC design #1 Tees & Baskets
2. 03.18.25-Ben Mann-Fairfield OH-CZ

Harbin Park Disc Golf Course Redesign





73 Hangar Way
Watsonville, CA 95076
Phone: (831) 722-6037
Fax: (831) 722-8176

Quotation Form

Freight Quote Subject to Change

Date: 03.18.25

Shipping Address

Company: City of Fairfield OH	
Name: Fairfield Public Works - Ben Mann	
Address: 8870 N Gilmore Road	
Address:	
City: Fairfield	
State: OH	Zip: 45014
Phone: 513-867-4213	
Fax:	
Email: bmann@fairfield-city.org	

Billing Address

Company:	
Name:	
Address:	
Address:	
City:	
State:	Zip:
Phone:	
Fax:	
Email:	

Quantity	Product Description	Unit Price	Total
19	Mach X Standard	\$ 575.00	\$ 10,925.00
	Includes Anchor and Collar		\$ -
			\$ -
19	Course Discount	\$ (100.00)	\$ (1,900.00)
			\$ -
19	Number Plate	\$ 30.00	\$ 570.00
	#1-18, P		\$ -
			\$ -
37	Additional Anchor	\$ 25.00	\$ 925.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Additional Course Equipment to Consider*

Number Plate	\$	30.00
Powder Coat Fee - Stock Color	\$	90.00
Additional Anchor - Pin Positions	\$	25.00
Basic Color Tee Sign	\$	55.00
12"x18" Color Rules Sign	\$	69.00
Pole Extension - New Product	\$	50.00
Basket Flag - New Product	\$	30.00

Subtotal:	\$	10,520.00
SC County Tax:		
Freight:	\$	955.00
Grand Total USD:	\$	11,475.00

***Per Unit Pricing**

Note: International customers will be responsible for tax and duty at delivery

Loading Dock



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Harbin Park Facilities Improvements – Roofs, Doors, Plumbing

Legislation Title:

\$47,860 - Harbin Park Facilities Improvements – Roofs, Doors, Plumbing (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation of \$47,860.00 from the Parks Development Fund for the materials, labor, and equipment to make facilities improvement to the restroom and gazebos at Harbin Park.

Discussion:

This appropriation is for labor, equipment, and materials to upgrade the lower Harbin restroom between the pickleball courts and shelters #5 through #10. It also includes roofing of all three gazebos at Harbin Park.

Plumbing Improvements - \$20,500 through Kollstedt Plumbing
Roof Improvements - \$19,281 through C&J Roofing LLC
Door Replacements - \$8,079 through LE Scofield Window & Door

Public Works will manage these improvements and do some additional work with our own forces.

The project is programmed in the 2025-2029 Capital Improvement Program as 5PW33 Harbin Park Renovations.

Financial Impact:

\$47,860.00 from the Parks Development Fund for various vendors through purchase orders

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Harbin Restroom Plumbing

2. City of Fairfield Harbin Doors 03-14-25
3. City of FF 1300 Hunter Rd Roofing

KOLLSTEDT PLUMBING
5692 Lake Michigan Dr
Fairfield, OH 45014 USA
+15135057385
kolplumber50@gmail.com

Estimate

ADDRESS
Fairfield City Of 411 Wessel Drive Ohio Fairfield, OH 45014

SHIP TO
Fairfield City Of 411 Wessel Drive Ohio Fairfield, OH 45014

ESTIMATE #	DATE	
112304	03/18/2025	

SHIP DATE
03/18/2025

TRACKING NO.
09/18/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bid	Harbin Park: remove stainless fixtures. Install new white virtus clay fixtures, all new carriers, Box Hydrant	1	20,500.00	20,500.00

TOTAL **\$20,500.00**

Accepted By

Accepted Date



315 S. "B" STREET
HAMILTON, OHIO 45013
PHONE 863-8932
FAX 863-3529

DISCLAIMER FOR CONDENSATION
SCOFIELD WINDOW & DOOR DOES NOT GUARANTEE ANY REPLACEMENT WINDOW TO BE FREE OF CONDENSATION OR FROST, IF YOU HAVE THIS PROBLEM IT INDICATES A RELATIVE HUMIDITY PROBLEM AND NOT A FAULTY PRODUCT.

www.scofieldwindowdoor.com

Date 3/14/25 Estimator JOHN BOWIE Contract # _____ Page _____ of _____

Name of Owner CITY OF FAIRFIELD Address HARBIN PARK City FAIRFIELD State _____ Zip _____

Address of Job HARBIN PARK RESTROOM H: 513-404-2405 W: _____

Directions _____ BRIAN ROSE

Product: 2- RESTROOM DOORS AND 1- STORAGE DOOR

Description: FURNISH AND INSTALL - 3- PRIMER HOLLOW METAL STEEL
DOORS AND STEEL FRAMES - ALL DOORS TO BE OUTSWINGING
2- RIGHT HAND REVERSE AND 1- RIGHT HAND
ALL DOORS TO BE SOLID - NO GLASS AND NONREMOVABLE PIN
HINGES AND 3 DOOR CLOSURES
3- KEYED LEVER HANDLES AND DEADBOLTS

TOTAL INSTALLED \$8079.00

BID GOOD FOR THIRTY (30) DAYS

THE ABOVE ORDER REPRESENTS WHAT I EXPECT TO RECEIVE FROM SCOFIELD WINDOW & DOOR.
I DO NOT EXPECT ANY ADDITIONAL WORK FREE OF CHARGE.

IF YOU DID NOT SOLICIT THIS CONSUMER TRANSACTION AND IT IS CONSUMMATED AT A PLACE OTHER
THAN SCOFIELD WINDOW & DOOR'S PERMANENT PLACE OF BUSINESS, YOU THE CUSTOMER, MAY CAN-
CEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE
DATE OF THE TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS
RIGHT.

TOTAL PRICE: _____

DEPOSIT: _____

BALANCE: _____

TERMS: _____

Customer Signatures: X _____

X _____

Date: _____ Page 369 of 418



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

March 11, 2025

Customer:

City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014
PHONE: 513-404-2405 Brian Rose

Job Location: Lower Harbin Park
1300 Hunter Road
Fairfield Ohio 45014

RE: NEW HARDY SIDING, SOFFIT AND GUTTERS ON RESTROOM

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the siding portion of the above listed job. Our quote includes the installation of the following siding system:

- * Contractor will perform the following:
- * Will install new vapor barrier on both gables.
- * Will install new Hardy Plank siding on both gables. To be painted by other.
- * Will install new vinyl vented soffit on eaves and solid soffit on gables.
- * Will install 48' of 1"x4" sub rake boards on gables with aluminum wrap to accept Hardy Plank.
- * Will install new aluminum metal coil wrap on all gables and gutter boards.
- * Will install 6" MUSKET BROWN gutter system on bathroom.
- * Install 54' of RX Gutter Screens on new gutters

Terms: - A material check is due upon signing of contract and the balance due upon completion. If paying by credit card a 3 ½ percent fee will be added to the total amount of the contract

- A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
- All labor, material, clean-up, permits, taxes, and insurance expenses are included in above price.
- Proposal may be withdrawn if not accepted within 30 days.
- 5 year warranty covering all labor and materials involved in the above project.
- Siding you choose will be warranted accordingly by their respective manufacturer.

\$6088.00Dollars

Thank you for the opportunity to quote this project. If you have any questions, or if we may be of service on this or any future projects, please feel free to give our office a call.

Sincerely,

C&J ROOFING LLC

DATE: _____ CUSTOMER SIGNATURE _____



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

3-11-2025

Customer:

City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014
PHONE: 513-404-2405 Brian Rose

Jobsite: Upper Harbin Park
1300 Hunter Road
Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

GAZEBO BY UPPER RESTROOM AND GAZEBO BY WATER TOWER WITH WOOD SHAKES

- *Tear off wood shakes and shingles and replace with the following.
- *Re-sheet entire Gazebo by water tower with new 7/16" OSB sheathing.
- *Install new Certain Teed Landmark Good Series Dimensional Shingles. COLOR OF CHOICE
- *Install new Certain Teed Roof runner Synthetic felt paper.
- *Install pre-finished aluminum t-style drip edge on all eaves. MUSKET BROWN
- *Replace 136' of new ridge cap shingles.
- *Remove Cupola on Gazebo by water tower.

****NOTE: OTHER SHINGLE MANUFACTURERS AVAILABLE UPON REQUEST**

****NOTE: ANY SHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF \$4.00 PER foot for 1" BYE MATERIAL" \$40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

\$3954.00 Dollars

Terms: A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 3.5% processing fee will be added
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty.

Sincerely,
C&J ROOFING LLC

Customer Signature: _____

Date: _____



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

3-11-2025

Customer:

City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014
PHONE: 513-404-2405 Brian Rose

Jobsite: Lower Harbin Park
1300 Hunter Road
Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

LARGE GAZEBO AND RESTROOM ON LOWER HARBIN PARK

- *Tear off, dispose of existing roofing, and replace with the following.
- *Install new Certain Teed Landmark Good Series Dimensional Shingles. COLOR OF CHOICE
- *Install new Certain Teed Roof runner Synthetic felt paper.
- *Install pre-finished aluminum t-style drip edge on gables and eaves. MUSKET BROWN
- *Install one new-3" neoprene / aluminum pipe boot covers on plumbing vents.
- *Remove Cupola on gazebo.
- *Replace 112' of new ridge cap shingles.
- *Install two new Velux TMF014 14" Sun Tunnel Skylights on bathroom.

****NOTE: OTHER SHINGLE MANUFACTURERS AVAILABLE UPON REQUEST**

****NOTE: ANY SHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF \$4.00 PER foot for 1" BYE MATERIAL" \$40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

\$9239.00 Dollars

Terms: A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 3.5% processing fee will be added
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufacturer's warranty.

Sincerely,
C&J ROOFING LLC

Customer Signature: _____

Date: _____



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Various Parks Facilities Improvements – Roofs, Doors, Etc.

Legislation Title:

\$31,504 - Various Parks Facilities Improvements – Roofs, Doors, Etc. (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation of \$31,504.00 from the Capital Fund for the materials, labor, and equipment to make facilities improvements at various parks.

Discussion:

This appropriation is for labor, equipment, and materials to upgrade the Waterworks Park restroom at the existing entrance to the Great Miami River Trail. It also includes roofing at several other locations (Point Pleasant Park, Founders Park, Woodcreek Park, and Veterans Park).

Roof Improvements - \$21,625 through C&J Roofing LLC

Door Replacements - \$9,879 through LE Scofield Window & Door

Public Works will manage these improvements and do additional work with our own forces.

The project is programmed in the 2025-2029 Capital Improvement Program as 5PW32 Parks Various Trails and Shelter Rehabilitations.

Financial Impact:

\$31,504.00 from the Capital Fund for various vendors through purchase orders

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Roofing and Door quote for Various Parks Facility Improvements



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

March 11, 2025

Customer:

City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014

PHONE: 513-404-2405 Brian Rose

Job Location: Water Works Park
5133 Groh Lane
Fairfield Ohio 45014

RE: NEW HARDY SIDING, SOFFIT AND GUTTERS ON RESTROOM

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the siding portion of the above listed job. Our quote includes the installation of the following siding system:

- * Contractor will perform the following:
- * Will install new vapor barrier on both gables.
- * Will install new Hardy Plank siding on both gables. To be painted by other.
- * Will install new vinyl vented soffit on eaves and solid soffit on gables.
- * Will install 48' of 1"x4" sub rake boards on gables with aluminum wrap to accept Hardy Plank.
- * Will install new aluminum metal coil wrap on all gables and gutter boards.
- * Will install 6" White gutter system on bathroom.

Terms: - A material check is due upon signing of contract and the balance due upon completion. If paying by credit card a 3 ½ percent fee will be added to the total amount of the contract

- A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
- All labor, material, clean-up, permits, taxes, and insurance expenses are included in above price.
- Proposal may be withdrawn if not accepted within 30 days.
- 5 year warranty covering all labor and materials involved in the above project.
- Siding you choose will be warranted accordingly by their respective manufacturer.

\$5836.00Dollars

Thank you for the opportunity to quote this project. If you have any questions, or if we may be of service on this or any future projects, please feel free to give our office a call.

Sincerely,

C&J ROOFING LLC

DATE: _____ CUSTOMER SIGNATURE _____



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

3-11-2025

Customer:

City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014
PHONE: 513-404-2405 Brian Rose

Jobsite: Water Works Park
5133 Groh Lane
Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

ENTIRE WATER WORKS PARK BATH ROOM

- *Tear off, dispose of existing roofing, and replace with the following.
- *Install new Certain Teed Landmark Good Series Dimensional Shingles. COLOR OF CHOICE
- *Install new Certain Teed Roof runner Synthetic felt paper.
- *Install pre-finished aluminum t-style drip edge on gables and eaves. WHITE
- *Install one new-3" neoprene / aluminum pipe boot covers on plumbing vents.
- *Replace two existing pre-finished Lomanco 750 roof vents.
- *Replace 26' of new ridge cap shingles.
- *Install one new split boot flashing around electric lead in.

****NOTE: OTHER SHINGLE MANUFACTURERS AVAILABLE UPON REQUEST**

****NOTE: ANY SHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF \$4.00 PER foot for 1" BYE MATERIAL"
\$40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

\$3325.00 Dollars

Terms: A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 3.5% processing fee will be added
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty.

Sincerely,
C&J ROOFING LLC

Customer Signature: _____

Date: _____



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

3-11-2025

Customer:

City of Fairfield

5350 Pleasant Avenue

Fairfield Ohio 45014

PHONE: 513-404-2405 Brian Rose

Jobsite: Point Pleasant Park

2001 Resor Road.

Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

PICNIC SHELTER AT POINT PLEASANT PARK

- *Tear off, dispose of existing roofing, and replace with the following.
- *Install new Certain Teed Landmark Good Series Dimensional Shingles. COLOR OF CHOICE
- *Install new Certain Teed Roof runner Synthetic felt paper.
- *Install pre-finished aluminum t-style drip edge on gables and eaves. MUSKET BROWN
- *Replace 20' of new ridge cap shingles and 16' of Shingle Over Ridge vent.

****NOTE: OTHER SHINGLE MANUFACTURERS AVAILABLE UPON REQUEST**

****NOTE: ANY SHHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF \$4.00 PER foot for 1"BYE MATERIAL"
\$40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

\$2518.00 Dollars

Terms: A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. **If paying by credit card, a 3.5% processing fee will be added**
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty.

Sincerely,
C&J ROOFING LLC

Customer Signature: _____

Date: _____



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

3-11-2025

Customer:

City of Fairfield

5350 Pleasant Avenue

Fairfield Ohio 45014

PHONE: 513-404-2405 Brian Rose

Jobsite: Founders Park

756 Hicks Blvd.

Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

TWO GAZEBOS AT FOUNDER PARK

- *Tear off, dispose of existing roofing, and replace with the following.
- *Install new Certain Teed Landmark Good Series Dimensional Shingles. COLOR OF CHOICE
- *Install new Certain Teed Roof runner Synthetic felt paper.
- *Install pre-finished aluminum t-style drip edge on gables and eaves. MUSKET BROWN
- *Replace 128' of new ridge cap shingles.
- *Paint 52' of Lattice and the trim boards around the top of two Gazebos. MUSKET BROWN PAINT

****NOTE: OTHER SHINGLE MANUFACTURERS AVAILABLE UPON REQUEST**

****NOTE: ANY SHHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF \$4.00 PER foot for 1"BYE MATERIAL" \$40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

\$3923.00 Dollars

Terms: A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 3.5% processing fee will be added
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty.

Sincerely,

C&J ROOFING LLC

Customer Signature: _____

Date: _____



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

3-11-2025

Customer:

City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014

PHONE: 513-404-2405 Brian Rose

Jobsite: Woodcreek Park

190 Augusta Blvd.
Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

GAZEBO AT WOODCREEK PARK

- *Tear off, dispose of existing roofing, and replace with the following.
- *Install new Certain Teed Landmark Good Series Dimensional Shingles. COLOR OF CHOICE
- *Install new Certain Teed Roof runner Synthetic felt paper.
- *Install pre-finished aluminum t-style drip edge on gables and eaves. MUSKET BROWN
- *Replace 88' of new ridge cap shingles.

****NOTE: OTHER SHINGLE MANUFACTURERS AVAILABLE UPON REQUEST**

****NOTE: ANY SHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF \$4.00 PER foot for 1" BYE MATERIAL"
\$40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

\$2275.00 Dollars

Terms: A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 3.5% processing fee will be added
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty.

Sincerely,

C&J ROOFING LLC

Customer Signature: _____

Date: _____



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

3-11-2025

Customer:

City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014

PHONE: 513-404-2405 Brian Rose

Jobsite: Veterans Park

701 Wessel Drive
Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Brian,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

GAZEBO AT VETERANS PARK

- *Tear off, dispose of existing roofing, and replace with the following.
- *Install new Certain Teed Landmark Good Series Dimensional Shingles. COLOR OF CHOICE
- *Install new Certain Teed Roof runner Synthetic felt paper.
- *Install pre-finished aluminum t-style drip edge on gables and eaves. MUSKET BROWN
- *Replace 104' of new ridge cap shingles.

****NOTE: OTHER SHINGLE MANUFACTURERS AVAILABLE UPON REQUEST**

****NOTE: ANY SHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF \$4.00 PER foot for 1" BYE MATERIAL"
\$40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

\$3748.00 Dollars

Terms: A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 3.5% processing fee will be added
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty.

Sincerely,

C&J ROOFING LLC

Customer Signature: _____

Date: _____

L.E. Scofield

window & door

315 S. "B" STREET
HAMILTON, OHIO 45013
PHONE 863-8932
FAX 863-3529

DISCLAIMER FOR CONDENSATION
SCOFIELD WINDOW & DOOR DOES NOT GUARANTEE ANY REPLACEMENT WINDOW TO BE FREE OF CONDENSATION OR FROST, IF YOU HAVE THIS PROBLEM IT INDICATES A RELATIVE HUMIDITY PROBLEM AND NOT A FAULTY PRODUCT.

www.scofieldwindowdoor.com

Date 3/14/25 Estimator JOHN BOWIE Contract # _____ Page _____ of _____
Name of Owner CITY OF FAIRFIELD Address _____ City FAIRFIELD State _____ Zip _____
Address of Job GROH LANG BALL FIELDS H: 513-404-2405 W: _____
Directions BRIAN ROSE

Product: 2- RESTROOM DOORS AND 1- STORAGE DOOR

Description: FURNISH AND INSTALL - 3- 36" PRIME HOLLOW METAL STEEL
DOORS AND STEEL FRAMES. DOORS TO BE OUTSWINGING
2- RIGHT HAND REVERSE AND 1- RIGHT HAND
ALL DOORS TO BE SOLID - NO GLASS AND NON REMOVABLE PIN
HINGES AND 3 DOOR CLOSURES
3- KEYED LEVER HANDLES - STORAGE ROOM FUNCTION AND DEADBOHS
3- 24 VOLT ELECTRIC STRIKES POWER TO OPEN

TOTAL INSTALLED @ 9877.00

BID GOOD FOR THIRTY (30) DAYS

THE ABOVE ORDER REPRESENTS WHAT I EXPECT TO RECEIVE FROM SCOFIELD WINDOW & DOOR.
I DO NOT EXPECT ANY ADDITIONAL WORK FREE OF CHARGE.

IF YOU DID NOT SOLICIT THIS CONSUMER TRANSACTION AND IT IS CONSUMMATED AT A PLACE OTHER
THAN SCOFIELD WINDOW & DOOR'S PERMANENT PLACE OF BUSINESS, YOU THE CUSTOMER, MAY CAN-
CEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE
DATE OF THE TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS
RIGHT.

TOTAL PRICE: _____

DEPOSIT: _____

BALANCE: _____

TERMS: _____

Customer Signatures: X _____ Date: _____



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Water Division-Well #6 Repair

Legislation Title:

\$10,496 - Water Division-Well #6 Repair (Public Utilities)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$10,496 for repairs to City Well #6. This service will be performed by NWS Water Services, LLC.

Discussion:

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six (6) raw water / groundwater production wells to supply water to its Water Treatment Plant. Well maintenance and upkeep is a high priority to ensure there are no interruptions to the city water supply.

The proposal and supporting information is attached for council review. Water Division staff proposes to use National Water Services LLC (NWS) to perform the work.

Financial Impact:

An appropriation in the amount of \$10,496.00 is being requested for the repair of Well #6. Funding for this project is included in the 2025-2029 Capital Improvement Program under project number 5WT01, Maintain Raw Water Production Wells. The funding source is 604 Water Replacement and Improvement.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 8762_Fairfield Well #6 Pump Repair Report (03.17.25)



National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

March 17, 2025

City of Fairfield
5133 Groh Lane
Fairfield, Ohio 45014
Attn: Jason Hunold

Subject: Well #6 Pump Repairs

NWS Project #: 8762

Mr. Hunold,

National Water Services LLC (NWS) is pleased to provide the following proposal for the necessary repairs for Well #6's pumping setting. The original scope of the project included line shaft straightening, however, upon removal of the pump setting, it was deemed beneficial for a pump inspection to be completed.

Pump Inspection Findings

During the inspection of the line shafts, NWS noted that the shafts have been "flipped" once before. Flipping line shafts is an efficient way to refurbish pump settings as it means you get more life out of each line shaft. However, now that the line shafts have been flipped historically, there are significant wear patterns on each end of the line shafts, see pictures attached in this report. NWS recommends replacing all intermediate line shafts, as reinstalling the line shafts in their current condition could lead to premature failure of the pump setting. Furthermore, the pump shaft and motor shaft showed significant signs of wear, NWS recommends replacement of these shafts. The inspection also found that the stuffing box was in poor shape and in need of refurbishment. NWS recommends new packing material and cleaning and painting the stuffing box.

Pump Bowl Castings – Good Condition, Clean and Polish
Pump Impellers – Good Condition, Clean & Polish
Pump Bowl Bushings – Replace Discharge Bushing, Suction Bushing OK
Motor Shaft (1-1/2 Inch x 43 Inch) – Grooved, Replace
Pump Shaft (1-11/16" x 49-7/8 Inch) – Grooved, Replace
Intermediate Line Shafts [10] (1-1/2 Inch x 120 Inch) – Replace (Grooved/Pitted)
Stuffing Box Housing – Refurbish & Reuse
Discharge Head – Clean & Reuse



National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

Line Item #	Description	UOM	Qty.	Unit Price	Extended Price
1	Equipment and Material to Repair Pump Setting New Pump Shaft, New Motor Shaft, New Intermediate Line Shafts, New Line Shaft Couplings, Refurbish Stuffing Box	LS	1	\$7,121.00	\$7,121.00
2	Machine Shop Labor to Complete Repairs	Hr.	25	\$135.00	\$3,375.00

Total Repair Cost: \$10,496.00

National Water Services, LLC appreciates the opportunity to provide the City of Fairfield with this proposal. Should you have any questions regarding our proposal, please feel free to contact me at a time of your convenience on my cell phone at (937) 602-4286.

Sincerely,

National Water Services LLC

Josh Gavin, Operations Manager

Attachments:

- Well #6 Pump Photos



1. Proposal is based upon a 4 Day X 10 Hr, weekly work schedule, with Saturdays reserved as "make up" for any weather delay.

2. Proposal does not include costs to relocate, remove, abandon or replace existing buried utilities, conduits, vaults, other systems unless explicitly included in the proposal.

3. Proposal does not include costs to locate, demolish, remove or dispose of structures, foundations, piping, piling, wreckage, buried trash or other man-made obstructions which may be encountered while excavating on this project unless explicitly included in the proposal.

4. Proposal requires an equitable contract adjustment for any delay or impact caused by parties other than NWS, or any unforeseen site conditions, which may inhibit work.

5. Unless explicitly stated otherwise, Proposal requires that excess excavated material, including dirt, be left on site within 10' of excavation.

6. Proposal does not include rock removal unless explicitly included in the proposal.

7. Trench Shoring is not included, excavations shall be benched unless explicitly included in the proposal.

8. Subcontractors will not be signatory to project labor agreements unless explicitly included in the proposal.

9. Proposal requires Contractor and Subcontractors will utilize pre-existing, established project management, field supervision and labor work forces, and will follow "open shop" labor practices with regards to project staffing and work rules.

10. Proposal requires that NWS and Subcontractor work force will spend no more than 3 hours in project-specific orientation and safety training, prior to beginning work on the project.

11. Proposal includes cost for applicable standard insurance coverages but does not include cost for Builders Risk, Pollution, environmental, or Longshoreman insurance.

12. Proposal requires that the End User obtains all permits, including Rail Road Right Away, USOC Permits etc.. Any and All Required Permits shall be furnished by others.

13. Proposal does include Local and State Sales Tax for permanent materials unless explicitly included in the proposal.

14. Unless the Proposal so requires, NWS and Subcontractors shall not be signatory to project labor agreements.

NATIONAL WATER SERVICES, LLC

A Fully Licensed - Tennessee, Alabama, Mississippi, Arkansas & West Virginia Municipal and Utility General & Building Construction Contractor

AND A Licensed - TN, AL, MS, KY, IN, OH, AR, WV, GA & IL Well Driller and Pump Installer

WEB; www.national-water.com

15. The Pump removal cost provided in your quotation represents cost associated with removing an intact assembly. If any component of the pumping unit assembly is detached such as the Oil Tube connection(s), line shaft connection(s) and column or drop pipe connection throughout the setting, the removal operation shall be suspended and the end user's representative will be notified. In such an event, NWS's crew will be demobilized, the client/end user will bare the expense of 50% of the original quoted removal cost. NWS's representative will develop a plan for removal of the detached assembly and furnish cost to the client/end user for remobilization, fabricating the retrieval devices and a per hour cost for removal efforts. NWS explicitly excludes any guarantee of success pertaining to retrieval. It also excludes any and all damage to the well, it's pumping unit or attachments during retrieval efforts.

16. Furnishing a Well Pump without NWS obtained Capacity Data:
NWS is not responsible for Pumping Unit Performance in relationship with a wells capacity when data is obtained by others and provided to NWS and/or a recommendation has been made to clean the well by NWS.

17. Unless NWS has a current ongoing agreement with owner to maintain well capacity NWS excludes any guarantee of a wells ability to maintain capacity after a well cleaning or well revitalization.

18. Ingress and Egress: NWS removes Pumping Units and Drills Wells with rubber tire equipment. It is not responsible for cost associated with site access or site reclamation. Provisions shall be specifically included in your quotation for this if included in your proposal.

19. Test Drilling: NWS specifically excludes any guarantees, warranties, or promises regarding the quantity and quality of water produced by the Project.

20. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PROPOSAL OR IN THIS DOCUMENT: (i) NEITHER PARTY HERETO NOR ANY PERSON ACTING ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (ii) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ACTING ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE PROPOSAL OR THIS DOCUMENT IN ENTERING INTO THIS WAIVER. THIS WAIVER OF CLAIMS INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF ANY CLAIMS REGARDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF MARKETABILITY.

21. The Terms and conditions of work to be performed by NWS are expressly limited to the Proposal and this document. NWS field workers expressly lack the authority to bind NWS, or to amend any term, condition, or scope of performance related to the Proposal. The terms of this document, or the Proposal, shall only be amended by the express written consent of NWS officers, directors, or the sales representative(s) who submitted the Proposal.



Terms and Conditions

The contract price for this project has been calculated based on the current prices for the component materials. However, the market for these materials that are herein specified is i considered to be volatile.

National Water Services, LLC is pleased to quote these services and products for your application. This quotation is valid for **30 DAYS** from the date of this quotation.

Pursuant to General Contractors being provided being furnished quotations from NWS, we understand there is a potential for your award to be delayed up and until the expiration of your Bid Bond - 60 days. As a result NWS shall hold pricing for a 60 day period from the original bid date of the project. Specifically pertaining to material sales on Bid Build Projects, NWS shall furnish to you an itemized quotation separating the quoted components from start up and commissioning. Each shall be invoiced as follows: Material-net 60 day terms from the delivery date. Commissioning and Start Up-net 60 day terms from the event, neither supplied materials or Start Up and Commissioning shall be subject to Retainage.

PRICE AND PAYMENT

Unless otherwise agreed by National Water Services, LLC in writing, prices quoted - special packaging or any sales, use, excise, VAT or similar taxes. Taxes imposed by any federal, state, county, city or municipal law on the Goods will be added to the invoice unless a fully completed and executed tax exemption certificate is received by National Water Services, LLC with the the executed purchase or contract order. Unless otherwise agreed by National Water Services, LLC in writing, payment terms are net thirty (30) days from the date of invoice. CLIENT SHALL PAY A LATE CHARGE OF ONE AND ONE-HALF PERCENT (1.50%) PER MONTH ON ALL AMOUNTS NOT PAID WHEN DUE. Client waives its right to set-off against claims it may have against National Water Services, LLC and acknowledges that it may not suspend its payment obligations. National Water Services, LLC reserves the right to withhold shipment or to require other adequate assurances of performance of Clients payment obligations. Client shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

Thank You,

NATIONAL WATER SERVICES, LLC

NWS Rep: Josh Gavin

Acceptance Of The Terms and Conditions

Client: City of Fairfield Water Division

Title: Public Utilities Director

Signature: Jason Hunold

Project: Production Well 6 Rehab

Date: 3/17/2025

Purchase Order# Verbal - Funding to be approved by City Council



Photo 1: View of Pump Bowl Wear Ring



Photo 2: View of Impeller Wear Ring



Photo 3: View of Pump Shaft, signs of heavy wearing



Photo 4: View of Stuffing Box and Packing Gland



Photo 5: Intermediate Line Shafts



Photo 6: Close up View of Line Shafts, Signs of Wearing are Visible



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Gillian Hart, Sustainability Manager
Department: City Manager's Office - COO

Subject:

Grant Management Software

Legislation Title:

\$10,778 - Grant Management Software (City Manager's Office - Sustainability)

Recommendation:

It is recommended for city council to authorize an appropriation in the amount of \$10,778.00 for the procurement and implementation of the grant management software, "Instrumentl".

Discussion:

The grant management software recommended will assign each department lead a profile that allows users to: discover funders and new grant opportunities; track grant implementation and compliance; research and identify good fit funders; and measure and report grant outcomes. This software will be used to further Fairfield Sustains and infrastructure department projects and goals.

A proposal for pricing is attached for council review.

Financial Impact:

This project is programmed in the current 2025-2029 Capital Improvement Program as 5CM06. \$10,778.00 from the Sustainability Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. City of Fairfield Instrumentl Quote

QUOTE NUMBER: CF-20244825-11

One year: \$5,988

QUOTE FOR: Gillian Hart, City of Fairfield

Two years: \$10,778

Grant Discovery & Management Software

instrumentl

Instrumentl
440 N Barranca Ave #4165
Covina, California 91723
United States

ISSUE DATE: March 14, 2025
EXPIRATION DATE: March 31, 2025

DESCRIPTION	PRICE	BILLING PERIOD	AMOUNT
Instrumentl Pro Plan x 2 years + Apply AI grant writer	\$6,528.00	YEARLY	\$13,056.00
TWO month prepayment discount			-\$1,088.00
Additional 10% multi-year discount			-\$1,190.00
Total			\$10,778.00



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

South Trace Fence

Legislation Title:

\$23,000 - replacement fence at South Trace Golf Course (Parks & Recreation)

Recommendation:

It is recommended that the City Council authorize an appropriation in the amount of \$23,000 for the replacement of the fence at the South Trace golf course.

This project is funded in the 2025-2029 CIP as 5RC01 Beautification and Landscaping.

Discussion:

It is recommended that the City Council authorize an appropriation in the amount of \$23,000 for the replacement of the fence at the South Trace golf course. The current fence is in poor condition with missing sections and deteriorating components.

Financial Impact:

\$23,000 from the Recreation Facilities Fund as CIP 5RC01

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. South Trace Fence



6315 Wiehe Road | Cincinnati, OH 45237
(513) 631-0333 | www.millsfence.com

RECIPIENT:

City of Fairfield_Fairfield Greens

2200 John Gray Road
Fairfield, Ohio 45014
Phone: 513-313-6887 Todd

Estimate #23863

Sent on	12/09/2024
Job	Ces Navera
Estimator:	ces@millsfence.com (937) 304-2703
Job Contact Info	Todd Dodge TDodge@fairfield-city.org
Total	\$0.00

Product/Service	Description	Total
		Not included
2-Rail Split Rail (Mills Fence to Tear Out)	TEAR OUT: - Option 1: Mills Fence to remove & haul away 1,241 LF of existing Kentucky Board fence FURNISH & INSTALL: - 1,317 LF of Split Rail fence with no wire liner only (along Winton Road) SPECIFICATIONS: - 4' High, 2-Rail Split Rail fence with All Treated posts & rails and no wire liner - All posts to be set in soil with concrete footers Total Investment: \$22,165 (Option 1 - Mills Fence to Tear Out) Note: One (1) year labor warranty from Mills Fence OUPS: Right Side ***** Point/Off Road: ~ 15 LF ***** Dist/Cross St: Winton Road	\$22,165.00*



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

New Refrigerator at North Trace Golf Course

Legislation Title:

\$8,925 - purchase of a refrigerator at North Trace Golf Course (Parks & Recreation)

Recommendation:

It is recommended that City Council authorize an appropriation of \$8,925.00 from the Capital Fund for the replacement of the concession refrigerator at North Trace Golf Course.

Discussion:

This project involves purchasing a new refrigerator for North Trace Golf Course and replacing the outdated unit currently in place.

This project is programmed in the 2025-2029 CIP as 5RC13.

Financial Impact:

\$8,925.00 from the Capital Improvement Fund as CIP 5RC13

Emergency Provision:

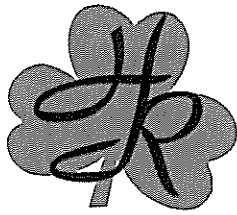
No

Rule Suspension Requested:

No

ATTACHMENTS:

1. North Trace Fridge



**HARRIGAN REFRIGERATION &
AIR CONDITIONING, INC.**
11298 SEBRING DRIVE
CINCINNATI, OH 45240
513-542-7500 FAX 513-542-1345

March 18, 2025

City of Fairfield
411 Wessel Dr
Fairfield, Ohio 45014
Attn: Rodney Jones

Re: North Trace Golf Course
Beer Walk-in cooler

Rodney,

As I'm sure that you are aware, we found that the evaporator coil in the beer walk-in cooler at the North Trace Golf Course has a refrigerant leak in it and the coil needs to be replaced.

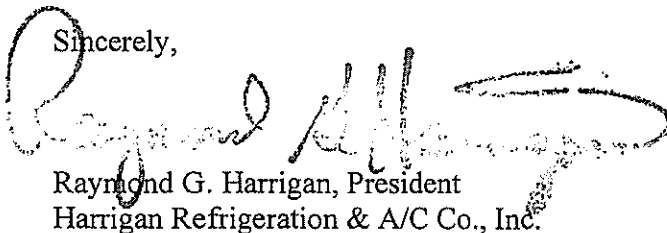
The cost to replace the evaporator coil, the condensing unit, all operating controls and upgrade to R448A. The new equipment would be a Russell RF0060M4SDA condensing unit and Russell RL6A052ADA evaporator coil. The cost to update this refrigeration system would be **\$8925.00**.

The new compressor would have a 5 year warranty, all other parts would carry the manufacturers one year warranty.

All of the above equipment is available within two days.

Please let me know if you have any questions or would like to move forward with either of the above options.

Sincerely,



Raymond G. Harrigan, President
Harrigan Refrigeration & A/C Co., Inc.

Note - This pricing may be withdrawn by us if not accepted within 30 days.



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Invasive Species Removal at Marsh Lake

Legislation Title:

\$22,400 - removal of invasive species at Marsh Lake (Parks & Recreation)

Recommendation:

It is recommended that City Council authorize an appropriation of \$22,400.00 from the Capital Fund for necessary invasive species removal at Marsh Lake along the shoreline.

Discussion:

This project is for the removal of honeysuckle and other invasive species along the shoreline at Marsh Lake. This project will continue our efforts to open the view of the lake along the trail.

City staff solicited 2 proposals for this work. Staff recommends the work be performed by Wilson's Tree Service - per the attached quote.

The funding for this project is programmed in 2025-2029 as CIP 5PR02.

Financial Impact:

\$22,400.00 from the Capital Improvement Fund as CIP 5PR02.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Marsh Honeysuckle Removal
2. Browns Quote



2385 Jacksonburg Rd.
Hamilton, OH 45011
513-863-5831 - Phone
513-863-8337 - Fax
www.wilsongardencenter.com
chris@wilsongardencenter.com

Estimate

Date	Estimate #
3/14/2025	28262

Name / Address	Customer E-mail: abrock@fairfieldoh.gov
City of Fairfield, Ohio 5350 Pleasant Avenue Fairfield, Ohio 45014	Customer Phone: 513-600-5007
	Customer Alt. Phone:
	Customer Fax:

		Terms	Net 30
Description	Qty	Rate	Total
Marsh Park - Cut down all Honeysuckle and small diameter brush/unwanted trees along southern bank from gazebo to beach area, approximately 1200-1300 ft. Cut using a forestry style mulcher and leave chips as they fall. Flush cut larger stumps as necessary.	1	22,400.00	22,400.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry standard. Any alteration or deviation from above specifications involving extra costs will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather and delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. The bid proposal reflects accessibility with required equipment (i.e. bucket truck, skidsteer, and/or necessary trucks) to perform work as quoted. Company will not be responsible for lawn damage. Removal of trees does not include stump grinding unless specified. Bid may be withdrawn if not accepted within 30 days.

Installation of plants and lawns require regular watering to survive. Company will not warranty plants and lawn that were not properly maintained. Company will not be responsible for unmarked underground lines and/or sprinkler systems.

TERMS: Balance due upon completion. All accounts are due and payable on invoice and delinquent fourteen days after. In the event of collection the buyer agrees to pay all cost of collection including all attorney's fees incurred by Wilson Garden Center Inc. All past due and delinquent sums including costs for collection and attorney's fees, shall bear a service charge of 2% per month (24% per year) from the delinquent date.

A 2% convenience fee will be charged to any customer who chooses to use a credit card on all service work.

Subtotal	\$22,400.00
Sales Tax (6.5%)	\$0.00
Total	\$22,400.00

To: Fairfield Parks

Get fee: Mark Lake
c/o Mayor

email: Abrock@Fairfieldoh.gov

JOB ESTIMATE

**BROWN'S TREE SERVICE
AND LANDSCAPING, LLC**
517 Williams Avenue • Hamilton, Ohio 45015
513.856.9733

Payable upon completion of job Date: May 4, 2025

DESCRIPTION	AMOUNT
Cut + Clear underbrush along designated area along road lake. Haul away all brush + debris	63250. ⁰⁰
	TAX EXEMPT

Customer Signature: _____

Estimate good for six months.
Quoted By: _____



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Community Arts Center (CAC) Upgrades

Legislation Title:

\$140,000 - Community Arts Center Upgrades, various vendors (Parks & Recreation)

Recommendation:

It is recommended that the City Council authorize a total appropriation of \$140,000.00 from the Capital Fund for the necessary upgrades to the CAC and Children's Room, as well as for the purchase of new microphones for theater productions.

Discussion:

Several projects are included in this line item, including electrical upgrades, the installation of new ceiling fans in the downstairs workout area, renovations to the children's room including cabinetry and lockers, and upgraded microphones for the theater.

City staff will work with various vendors and local contractors to complete the improvements. More information about the improvements, including cost proposals, are attached here for Council review.

The funding for these projects is programmed in 2025-2029 as CIP 5PR01.

Financial Impact:

\$140,000.00 from the Capital Improvement Fund as CIP 5PR01.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Mic's for CACTheater
2. CAC Upgrades and Childrens Room

PHONE

513-896-8425

**Audio • Video • Technology**

ICB Audio and Video

1738 Tennessee Avenue

Cincinnati, OH 45229-1202

513-242-7400

FAX

513-867-6070

CITY OF FAIRFIELD		
ACCOUNTS PAYABLE		
5350 PLEASANT AVE		
FAIRFIELD	OH	45014 3597

QUOTATION	Y	21974
SALES ORDER		
INVOICE		
SHIPPER		

1/16/2025	3:34 PM	QUOTATION	CUSTOMER #	207050000
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> THANK YOU FOR REQUESTING THIS QUOTE

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QTY	INVENT#	DESCRIPTION	UNIT PRICE	EXT PRICE
2.00	31436	SHURE QLXD4=-G50 HALF-RACK SINGLE CHANNEL	679.00	1358.00
1.00	29690	SHURE ULXD8 WIRELESS GOOSENECK MIC BAE FOR	484.00	484.00
1.00	25524	SHURE MX410LP/C 10" SHOCK MT. GOOSENECK	235.00	235.00
2.00	31435	SHURE QLXD2/SM58=-G50 SM58 HANDHELD	424.00	848.00
2.00	31437	SHURE QLXD1=-G50 BODYPACK TRANSMITTER	357.00	714.00
2.00	23987	COUNTRYMAN H6OW5TSL H6 HEADSET MIC FOR	549.00	1098.00
2.00	25989	SHURE SBC200-US DUAL DOCKING CHARGER W/	246.00	492.00
4.00	30578	SHURE SB900B RECHARGEABLE BATTERY	98.00	392.00
		Community Room- QLX option		

SALES TAX

CUSTOMER TAX #

NO

31-6006598

SUBTOTAL 1	DISCOUNT	SUB TOTAL 2	SALES TAX	FREIGHT	QUOTE
5621.00		5621.00	0.00		5621.00

TERMS	SALESMAN	DEPT
NET 10	TT	SAL

OPEN Y/N?

Y

QUOTATION AGREED TO AND ACCEPTED BY:

PLEASE NOTE: This quote is governed by our standard conditions and is subject to changes in manufacturer pricing and confirmation by us at time of order. Quote expires after 30 days.
 Sales tax and freight charges from ICB Audio & Video are payable if applicable - even if not quoted at this time.
 Special order items require a minimum 50% deposit and all payment for product and services are COD cash or credit card prior to shipping or pick up unless specified otherwise in writing.

PHONE

513-896-8425

**Audio • Video • Technology**

ICB Audio and Video

 1738 Tennessee Avenue
 Cincinnati, OH 45229-1202
 513-242-7400

FAX

513-867-6070

CITY OF FAIRFIELD		
ACCOUNTS PAYABLE		
5350 PLEASANT AVE		
FAIRFIELD	OH	45014 3597

QUOTATION	Y	21975
SALES ORDER		
INVOICE		
SHIPPER		

1/17/2025	9:30 AM	QUOTATION	CUSTOMER #	207050000
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> THANK YOU FOR REQUESTING THIS QUOTE

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QTY	INVENT#	DESCRIPTION	UNIT PRICE	EXT PRICE
1.00	28296	SHURE ULXD4D DUAL-CHANNEL DIGITAL WIRELESS	2823.00	2823.00
2.00	27864	SHURE ULXD2/SM58 WIRELESS HANDHELD MIC	521.00	1042.00
2.00	25798	SHURE ULXD1 DIGITAL WIRELESS TX W/ MINI 4 PIN	481.00	962.00
2.00	23987	COUNTRYMAN H6OW5TSL H6 HEADSET MIC FOR	549.00	1098.00
1.00	28957	SHURE SBRC-US BATTERY RACK CHARGER	608.00	608.00
4.00	30578	SHURE SB900B RECHARGEABLE BATTERY	98.00	392.00
		Portable Rack		

SALES TAX

CUSTOMER TAX #

NO

31-6006598

SUBTOTAL 1	DISCOUNT	SUB TOTAL 2	SALES TAX	FREIGHT	QUOTE
6925.00		6925.00	0.00		6925.00

TERMS	SALESMAN	DEPT
NET 10	TT	SAL

OPEN Y/N?

Y

QUOTATION AGREED TO AND ACCEPTED BY:

PLEASE NOTE: This quote is governed by our standard conditions and is subject to changes in manufacturer pricing and confirmation by us at time of order. Quote expires after 30 days.
 Sales tax and freight charges from ICB Audio & Video are payable if applicable - even if not quoted at this time.
 Special order items require a minimum 50% deposit and all payment for product and services are COD cash or credit card prior to shipping or pick up unless specified otherwise in writing.

PHONE

513-896-8425

**Audio • Video • Technology**

ICB Audio and Video

1738 Tennessee Avenue

Cincinnati, OH 45229-1202

513-242-7400

FAX

513-867-6070

CITY OF FAIRFIELD			
ACCOUNTS PAYABLE			
5350 PLEASANT AVE			
FAIRFIELD	OH	45014	3597

QUOTATION	Y	21972
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SALES ORDER		
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INVOICE		
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SHIPPER		
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1/16/2025

2:49 PM

QUOTATION

CUSTOMER #

207050000

> THANK YOU FOR REQUESTING THIS QUOTE

<

QTY	INVENT#	DESCRIPTION	UNIT PRICE	EXT PRICE
		Theater:		
4.00	25853	SHURE ULXD4Q 4-CH DIGITAL WIRELESS RX 1RU	5552.00	22208.00
16.00	25798	SHURE ULXD1 DIGITAL WIRELESS TX W/ MINI 4 PIN	481.00	7696.00
4.00	27864	SHURE ULXD2/SM58 WIRELESS HANDHELD MIC	521.00	2084.00
2.00	28957	SHURE SBRC-US BATTERY RACK CHARGER	608.00	1216.00
16.00	25211	COUNTRYMAN E6OW6L2SL E6 W/ 2MM FOR SHURE	395.00	6320.00
20.00	30578	SHURE SB900B RECHARGEABLE BATTERY	98.00	1960.00

SALES TAX

CUSTOMER TAX #

NO

31-6006598

SUBTOTAL 1	DISCOUNT	SUB TOTAL 2	SALES TAX	FREIGHT	QUOTE
41484.00		41484.00	0.00		41484.00

TERMS

SALESMAN

DEPT

NET 10

TT

SAL

OPEN Y/N?

QUOTATION AGREED TO AND ACCEPTED BY:

Y

PLEASE NOTE: This quote is governed by our standard conditions and is subject to changes in manufacturer pricing and confirmation by us at time of order. Quote expires after 30 days.
 Sales tax and freight charges from ICB Audio & Video are payable if applicable - even if not quoted at this time.
 Special order items require a minimum 50% deposit and all payment for product and services are COD cash or credit card prior to shipping or pick up unless specified otherwise in writing.

Hetterich Cabinet Company

840 Martin Luther King Jr. Blvd.
Suite # A
Hamilton, OH 45011

Estimate

Date	Estimate #
1/24/2025	84

Name / Address
Fairfield Community Arts Center

			Project
Description	Qty	Cost	Total
We propose to fabricate and install new laminate countertops in the classroom area, we will remove the old tops and discard them and install the new tops we will reuse the old sink	1	2,300.00	2,300.00
		Subtotal	\$2,300.00
		Sales Tax (6.0%)	\$0.00
		Total	\$2,300.00

Gesell Electric Inc.

84 Margaret Avenue Hamilton, Ohio 45015
(513) 863-2994

PROPOSAL SUBMITTED TO

COMPANY: City of Fairfield
NAME: Rodney Jones
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PHONE: 513-896-8424

WORK TO BE PERFORMED AT

JOB NAME: Fairfield Community Arts Center
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PROJECT: Basement Fans
DATE: 1/16/2025

We hereby propose to furnish all materials and perform all labor necessary for the completion of; _____
To add four new ceiling fans in the basement, one at each corner of the activity area of the basement. We
will run new circuits for these fans from the panel in the panel room in the basement. Each fan will have its
own speed control, and all the speed controls will be mounted in the same place. The fans will be a three
blade 56" metal blade commercial fans. They will be located in the spots discussed with Rodney in meeting.

All material is guaranteed to be as specified. All work to be completed in a workman like manner in
accordance with the drawings and specifications submitted for work above for the sum of \$ 7,680.00
Seven thousand six hundred and eighty dollars

Payment to be made as follows:

Within thirty days of completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written
orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes,
accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon
above work. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: Kyle Broermann

Of: Gesell Electric Inc.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

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

Date of Acceptance: _____ Signature _____

Gesell Electric Inc.

84 Margaret Avenue Hamilton, Ohio 45015
(513) 863-2994

PROPOSAL SUBMITTED TO

COMPANY: City of Fairfield
NAME: Rodney Jones
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PHONE: 513-896-8424

WORK TO BE PERFORMED AT

JOB NAME: Fairfield Community Arts Center
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PROJECT: Holiday Lighting Plugs
DATE: 1/16/2025

We hereby propose to furnish all materials and perform all labor necessary for the completion of; _____
To add six plugs for holiday lights throughout the Community Arts Center. We will add two plugs upstairs above the receptionist desk area near the data closet on the walls. One plug outside the restrooms to the right on the second floor. One plug on the landing by the elevator between the two floors. Two plugs on the first floor in the hallway outside the dance studio. To feed all of the new plugs we will pick up the nearest convenience outlet circuit, this price assumes the walls are open inside and are able to be fished.

All material is guaranteed to be as specified. All work to be completed in a workman like manner in accordance with the drawings and specifications submitted for work above for the sum of \$ 5,425.00
Five thousand four hundred and twenty-five dollars

Payment to be made as follows:

Within thirty days of completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: Kyle Broermann *Kyle Broermann*
Of: Gesell Electric Inc.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

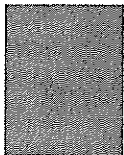
ACCEPTANCE OF PROPOSAL

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

Date of Acceptance: _____ Signature _____

Rodney Jones

From: Rick Boeing <rockwoodworking@gmail.com>
Sent: Tuesday, January 14, 2025 12:10 PM
To: Rodney Jones
Subject: Community center doors



This is the first email you've received from this external sender.

Do not click links or open attachments unless it is an email you expected to receive.

2 doors manufacture, finish, and install to match existing wall panels for storage area \$3365.00

12 doors manufactured, finished, and installed to enclose snack bar \$16,470.00 Doors to be made similar to doors I manufactured upstairs for room dividers. Laminate with solid wood edges stained and finished to match existing wall panels. There will be 6 doors on each side of opening that will be approximately 18" wide. They will bifold to the wall and take up approximately 12" on each side of opening. This is what I've come up with. Other options are possible. Fewer, wider doors are one option. The hardware requires a track at the floor also. My thought was to put a tapered threshold on both sides of the track, versus cutting it into the floor. Any Questions feel free to contact me Thanks Rick 513 508 1113

Beambridge Construction LLC

Hamilton, Ohio
513-200-3031
Beambridgeco@gmail.com

Client information/ Bill To:

Job / Address

Firfield Community Arts Center

Address 411 Wessell Dr.

Name Childrens activity room

City, State ZIP Fairfield, Ohio 45014

Address same

Phone 513-896-8410

City, State ZIP _____

Email rjones@fairfield-city.org

Scope of work

Provide and install cabinets. Per design requested by Lori Haven (Arts & Education Programmer)

Euro style commercial cabinets. White P Lam finish. 4" wire pull handles and hidden hinges. P Lam counter tops, colors TBD.

14 open lockers, 7 above locker storage caninets, 5 full height storage cabinets, a 6 base cab with counter top elevation, a 6 cabinet kitchenette and front desk.

Addition Information

*Drawings provided for approval upon acceptance of bid.

date: 9-24-24

We estimate that the project will take approximately **3-5 weeks for fabrication and 3 days for installation** depending on the specific needs of the project. And dependent on other contractors or weather outside of our control, if any. We will work closely with you throughout the process to ensure project is completed on time and within budget.

Our estimated budget for the project is, **\$36,800.00** , including all labor and material cost unless otherwise noted. Change orders if any will be carried out after cost is approved by client and billed on following invoice.

Payments are as follows: 50% deposit upon approved shop drawings. Rest in full upon completion.

*Payments over 30 days late are subject to 18% interest monthly.

signed: _____

date: _____

Questions or concerns please feel free to call. Joe Kunkel: 513-200-3031, beambridgeco@gmail.com

INVOICE

Grammel Construction Painting and Remodeling

5276 Charlene Ave.
Fairfield, OH 45014
513-863-3973

JOB PHONE	DATE OF ORDER 1/13/2025
JOB NAME/LOCATION	

DATE 1/21/2025	YOUR WORK ORDER NO.	OUR BID NO.
-------------------	---------------------	-------------

DESCRIPTION OF WORK PERFORMED

Label to Demo Cabinets

\$ 3000.00

if contracted by Beambridge Corp

Painting of walls 2 coats \$ 2500

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$5500.00

Dollars (\$ 5500.00).

This is a ☐ Partial ☐ Full invoice due and payable by: _____

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____

Carpetland Proposal

1050 Skillman Drive, Cincinnati, OH 45215
(513) 771-2345 x 126 * fax (513) 672-8450
E-mail: JCOMBS@CARPETLAND-CINCY.COM

Submitted To:	Work To Be Performed at:
City of Fairfield	Community Art Center
	Children's Room
E-mail: rjones@fairfield-city.org	
Phone:	
	Date: 01/21/25

We hereby propose to furnish all material and perform all labor necessary for the completion of the following flooring:

Remove existing carpet and linoleum flooring = \$1,200.00

Prep Floors = \$388.00

LVT - \$5 Installed Allowance x 1,120 sf = \$5,600.00

Cove Base – Johnsonite 4" 2 cartons = \$420.00

Total = \$7,608.00

City of Fairfield to have all contents and furniture out of the room prior to installation.

Buyers agree to furnish suitable subfloors, swept clean and ready to receive Seller's installation. Should Buyer request installation on non-recommended subfloors, Buyer shall be responsible for such installation. No repairing, sanding or leveling of subfloors or waxing of the finished floor is to be furnished by the Seller. Concrete floors are to have a smooth steel trowel finish. Seller shall have no obligation in preparing, replacing, etc., the floor surface unless stated above. Seller shall not be responsible for any delay in performance of the foregoing contract caused by unobtainability, of material, strikes, acts of God, inaccessibility of premises or failure of any other contractors and/or material men to do their work.

Respectfully submitted by: Jeffrey Combs

Pricing for this proposal is only good for 30 days.

Accepted by: _____ sign & print name, Date: _____



**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Aquatic Center Mural

Legislation Title:

\$15,000 - Aquatic Center Upgrade (Parks & Recreation)

Recommendation:

It is recommended that City Council authorize an appropriation of \$15,000.00 from the Capital Fund for aesthetic improvements, including murals, to the front entrance of the aquatic center to create a more warm and inviting user experience.

Discussion:

The parks department aims to create a fun and engaging experience for visitors at the aquatic center. Collaborating with Bright Wall Collective will help us achieve this goal. The funding for this projects is programmed in 2025-2029 as CIP 5RC06.

Financial Impact:

\$15,000.00 from the Recreational Facility Fund as CIP 5RC06.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Aquatic Center
2. Concepts (2)

Fairfield Aquatic Center, Cost Estimate Options**OPTION 1: Main Walls, no columns**Phase 1 Design Fee: **\$500**

Phase 2 Installation:

Project Dimensions / Square Footage: **420 sq ft**Labor Cost: **\$6,300**Paint & Supplies: **\$800**Contingency: **\$400**

Total Cost: \$ 8,500**OPTION 2: Main Walls including all columns**Phase 1 Design Fee: **\$500**

Phase 2 Installation:

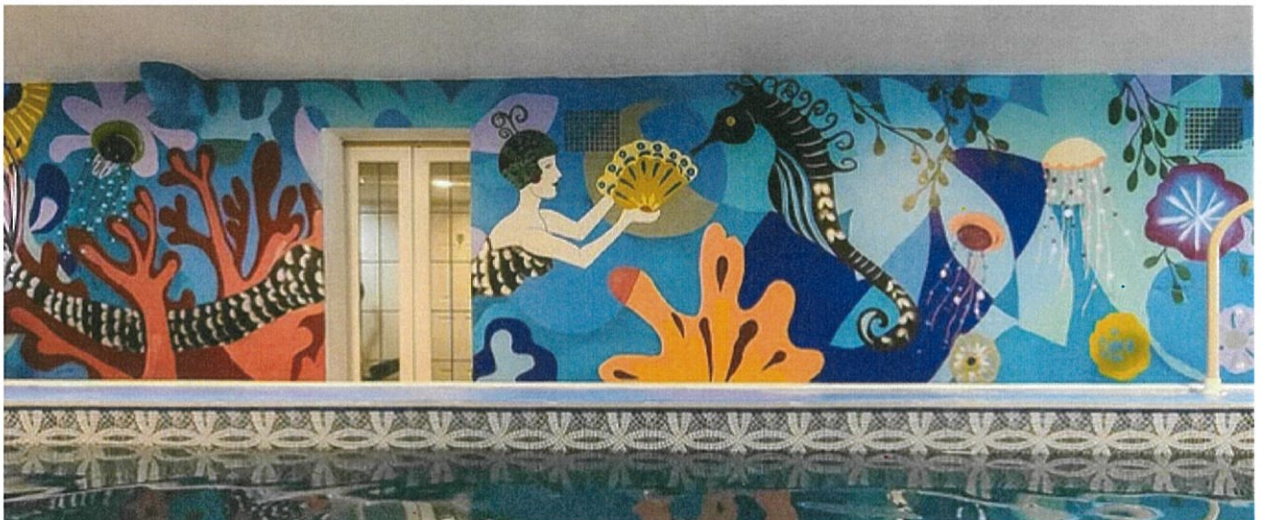
Project Dimensions / Square Footage: **650 sq ft**Labor Cost: **\$9,500**Paint & Supplies: **\$1,400**Contingency: **\$600**

Total Cost: \$ 12,000

*Prices represent estimated costs at time of quote and will be honored for 30 days. Estimates may change based on time of year and availability of supplies/equipment, or if level of design difficulty changes.

Building prep work to be completed before mural work can begin:

- Any chipping or peeling paint will need to be scraped off
- Clean surface of dirt
- Prime mural area with building appropriate paint prior to mural work
- Metal grates above paneling - if painted, color should match mural, approve with BWC
- If Option 1 is selected, owner is responsible for priming/painting columns using colors that are approved by BWC







**City Council Communication
Regular Meeting - April 14, 2025**

Submitted by: Tom Lakamp, Fire Chief
Department: Fire

Subject:

Portable Radio Project

Legislation Title:

\$41,317 - Portable Radio Project (Fire)

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, to authorize the purchase of portable radios in the amount of \$41,317 from Mobilcomm, 1211 W. Sharon Road, Cincinnati, Ohio 45240.

Discussion:

This request is to purchase six (6) additional portable radios for emergency response and training. The purchase will equip all reserve apparatus with portable radios and enable the reserve apparatus to be placed in service to the community at a moment's notice. The radios will also facilitate the ability to train and staff special events without removing radios from front-line apparatus.

Financial Impact:

The purchase of the radios will be utilizing Sourcewell Buying Group pricing. The Sourcewell contract number is 042021-MOT. This project is included in the 2025 Capital Improvement program project 5FD06.

Emergency Provision:

Yes - To provide for the health and safety of firefighters and the public.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Scanned from a Xerox Multifunction Printer



Billing Address:
FAIRFIELD PURCHASING, CITY
OF
5350 PLEASANT AVE
FAIRFIELD, OH 45014
US

Quote Date:01/17/2025
Expiration Date:03/18/2025
Quote Created By:
Mike Conrad
mconrad@mobilcomm.com

End Customer:
FAIRFIELD FIRE DEPT, CITY OF
Daniel Korte
dkorte@fairfield-city.org

Contract: 573077 - OHIO, STATE OF

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	6	\$8,382.00	\$6,168.54	\$37,011.24
1a	H869BZ	ENH: MULTIKEY	6			
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	6			
1c	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	6			
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6			
1e	Q361AR	ADD: P25 9600 BAUD TRUNKING	6			
1f	QA02006AA	ENH: APX6000XE RUGGED RADIO	6			
1g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	6			
1h	QA09008AA	ADD: GROUP SERVICES	6			
1i	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	6			
1j	QA09001AB	ADD: WIFI CAPABILITY	6			
1k	QA09000AA	ADD: DIGITAL TONE SIGNALING	6			
1l	QA03399AA	ADD: ENHANCED DATA APX	6			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	H38BT	ADD: SMARTZONE OPERATION	6			
1n	QA09113AB	ADD: BASELINE RELEASE SW	6			
1o	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	6			
1p	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	6			
2	PMMN4154ABLK	XVE500 DIV 1 REMOTE SPEAKER MIC, BLACK WITH KNOB, UL	6	\$748.00	\$561.00	\$3,366.00
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	2	\$186.50	\$139.88	\$279.76
	APX™ Radio Management	RADIO MANAGEMENT				
4	T7914A	RADIO MANAGEMENT ONLINE	1	\$110.00	\$110.00	\$660.00
4a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	6			

Grand Total**\$41,317.00(USD)****Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through Order Validation/Credit Approval

Contract Information

Cooperative Name	Sourcewell
Contract Name	Public safety communications
Contract Number	042021-MOT
Contract Term	07/04/2021 - 06/23/2026
Categories	Public Safety Public Safety: Communications and technology Public Safety: EMS Public Safety: Firefighting Public Safety: Law enforcement

Benefits

Sourcewell contract 042021-MOT gives access to the following types of goods and services:

- Public safety offerings:
 - P25 radio infrastructure
 - Fire station alerting
 - Vehicular repeaters
 - APX portable and mobile radios
 - Dispatch consoles, backhaul, microwave, MPLS, etc.
 - Avigilon hardware and software
 - Buildings, towers, and site equipment
- Commercial offerings through authorized Motorola solutions resellers:
 - Professional/commercial tier mobile radios, accs, and infrastructure
 - AVTEC dispatch consoles and commercial tier body worn cameras
- Integration, maintenance, support services, and RF site development

Pricing and How to Order

Information in this file is subject to change

Contract 042021-MOT - Price Information

(<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10369/00003226/Additional%20Documents/MSI%20Sourcewell%20Pricing%20for%20Website%20-%20last%20updated%2012-4-24.pdf>)

Additional Response Documentation

The documents listed below are from the original RFP response.

Other Response Documents (<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10369/00003226/Additional%20Documents/Motorola%20042021-Contract%20Extension.pdf>)

Have questions on this contract?

Contact our dedicated team (<https://forms.sourcewell.org/ff/GeneralContactForm>) or call 877-585-9706.

Documents

Contract (https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/1696/5f56b4d17839fa73beb7bbb933fe885b7085b741/Motorola_20Contract_20042021.pdf)

Contract Extension (https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/1697/fc1f3d0c70ce154b6160f5d198c4bc1572319d4/00003226_Motorola-20Solutions-20Contract-20Extension.pdf)

Request for Proposal (RFP) (https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/1698/01f1387554b52c308f645c3ef831335fee510dde/RFP-20and-20Addendums-Public-20Safety-20042021.pdf)

Proof of Publication (https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/1699/778b73af855fd0408eb1cbdc216318553bf5b9a7/Proof-20of-20Publication-Public-20Safety-20042021.pdf)

Proposal Opening Record (https://cobra-sourcewell-production.s3.amazonaws.com/contract_attachments/1700/b4a22f81746dd72c35829b50f50a16d80b270739/Prop.-20Opening-20Record-Public-20Safety-20042021.pdf)

[Proposal Evaluation \(https://cobra-sourcwell-production.s3.amazonaws.com/contract_attachments/1701/94b37f01c84827b645cbe9936485641ec6cd2f89/Prop.-20Eval.-20Public-20Safety-20042021.pdf\)](https://cobra-sourcwell-production.s3.amazonaws.com/contract_attachments/1701/94b37f01c84827b645cbe9936485641ec6cd2f89/Prop.-20Eval.-20Public-20Safety-20042021.pdf)
[Comment & Review \(https://cobra-sourcwell-production.s3.amazonaws.com/contract_attachments/1702/71d23a3fbdec54a1f87b423b8b3a81cc0788f985/Comment-20and-20Review-Public-20Safety-20042021.pdf\)](https://cobra-sourcwell-production.s3.amazonaws.com/contract_attachments/1702/71d23a3fbdec54a1f87b423b8b3a81cc0788f985/Comment-20and-20Review-Public-20Safety-20042021.pdf)
[Board Resolutions \(https://cobra-sourcwell-production.s3.amazonaws.com/contract_attachments/9220/0f0a8ea6557856b6e73f99a1b6dac7d1651e35e/Board-20Resolutions.pdf\)](https://cobra-sourcwell-production.s3.amazonaws.com/contract_attachments/9220/0f0a8ea6557856b6e73f99a1b6dac7d1651e35e/Board-20Resolutions.pdf)

Contacts

John Cecchin Commercial related questions johncecchin@motorolasolutio... (mailto:johncecchin@motorolasolutions.com)	847-875-9182
Lane Feingold Public Safety related questions lane.feingold@motorolasolut... (mailto:lane.feingold@motorolasolutions.com)	720-338-7624
Darin Narlock Senior Supplier Development Executive - Sourcwell darin.narlock@sourcwell-mn... (mailto:darin.narlock@sourcwell-mn.gov)	218-541-5250
Shaun Carr Supplier Development Specialist - Sourcwell shaun.carr@sourcwell-mn.gov (mailto:shaun.carr@sourcwell-mn.gov)	218-541-5328