

A G E N D A

July 7, 2025 – 7:00 p.m.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Hearing of the Public**
- 5. Approval of Minutes**
 - a. June 12, 2025 - Administrative Workshop**
 - b. June 20, 2025 - Workshop and General Session**
- 6. Fiscal Officer Recommendations**
 - a. Resolution# 62-2025: 2025 Total Estimated Resources**
 - b. Resolution# 63-2025: 2025 Appropriation Amendments**
- 7. Items Presented for First Reading:**
 - 1. None**
- 8. Approval of Expenditures**
 - a. Approval of Special Purchase Orders**
 - b. Voucher 24-2025 (Payroll)**
 - c. Voucher 25-2025 (AP)**
- 9. Administrators Presentation**
 - a. Items for Motion:**
Liquor Permit, Stock Ownership Change – 3443 N Dixie Drive, Marions Pizza
 - b. Items for Vote: Immediate Action**
Resolution# 64-2025: D10 – App Architecture Agreement
Resolution# 65-2025: Accepting and Awarding 2025 Asphalt Resurfacing Bid
 - c. Items presented for Second Reading:**
None
- 10. Adjournment**

**HARRISON TOWNSHIP
BOARD OF TRUSTEES
June 12, 2025; Administrative Workshop; 4:00 PM**

Ms. Godsey called the meeting to order. Those present;

Georgeann Godsey, President
Danielle Bradley, Vice President
Roland Winburn, Trustee

Shannon Meadows, Administrator

The board Discussed the following topics:

- **State Budget:** Updates and implications of the current state budget were discussed.
- **Health Insurance:** The board would like for employee health insurance to be presented to the Board of Trustees for review prior to moving forward with contract negotiations.
- **West Third Street Condominiums:** The Board discussed the status and potential development of a condominium located in the Wright-Dunbar District on West 3rd Street and suggested scheduling a tour.
- **Township Vision Planning:** Trustees shared ideas and long-term visions for different areas of the township, focusing on strategic growth and community development. The August 14th workshop will continue this discussion.
- **Delinquent Tax Approach:** The Board asked staff to look into what Mr. McMannus' approach is to addressing delinquent property taxes, including proposed enforcement and collection strategies.
- **Juneteenth Proclamation:** Mr. Winburn suggested having a formal proclamation recognizing Juneteenth in 2026.

There being no further business, Ms. Bradley made a motion to adjourn. Mr. Winburn seconded the motion. Motion carried 3-0.

Respectfully submitted by:

Shonda Hill, Admin. Coordinator

**HARRISON TOWNSHIP
BOARD OF TRUSTEES**

Georgeann Godsey President

Danielle Bradley, Vice President

Roland Winburn, Trustee

Attested as to Signatures:

Craig A. Jones, Fiscal Officer

**HARRISON TOWNSHIP
BOARD OF TRUSTEES
June 20, 2025; Workshop; 9:30 AM**

Ms. Godsey called the meeting to order. Those present;

Georgeann Godsey, President
Danielle Bradley, Vice President
Roland Winburn, Trustee

Shannon Meadows, Administrator
Sgt. Eversole, Sheriff's Office
Robert Watson, Development Director
Mike Crist, Fire Chief
Shonda Hill, Admin. Coordinator
Merle Cyphers, Services Director
Nathan Edwards, Communications & ED
Manager

D10 - RFP Update

Robert, Merle, and Nathan presented to the board regarding the project background, the proposed design firm, the phased project proposal, and the associated timeline. During the meeting, the board emphasized that residents had clearly expressed their opposition to using levy funds for this project. The board reaffirmed their commitment to honoring the concerns of the residents, and to work to ensure no more than the committed match (\$500,000) to be added to the \$950,000 from the state grant.

Administrative Report

Mrs. Meadows provided the Board with the following updates and information:

- **May Metrics:** Summary of key performance indicators and outcomes for the month of May.
- **Operational Metrics:** Review of current operational performance.
- **Financial Overview May:** A financial summary covering May 2025.
- **Agenda Review:** Discussion of upcoming agenda items.

Mrs. Meadows also recommended that the Board consider making a motion during the regular meeting to **cancel the July 10th Administrative Workshop**.

Board Discussion:

Nathan provided the Board with an update on the ongoing Summer Discovery Series, highlighting current participation and upcoming activities.

Sgt. Eversole, standing in for the Captain, informed the Board about the recent Dayton Dragons game and shared details regarding an upcoming fishing event organized for local youth groups.

Chief Crist announced that an open house will be held at the end of Fire Prevention Week to engage the community and promote fire safety awareness.

There being no further workshop business, Ms. Bradley made a motion to adjourn. Mr. Winburn seconded. Motion carried.

Respectfully submitted by:

Shonda Hill, Admin. Coordinator

**HARRISON TOWNSHIP
BOARD OF TRUSTEES**

Georgeann Godsey, President

Danielle Bradley, Vice President

Roland Winburn, Trustee

Attested as to Signatures:

Craig A. Jones, Fiscal Officer

**HARRISON TOWNSHIP
BOARD OF TRUSTEES
June 20, 2025; General Session; 10:30 AM**

Ms. Godsey called the meeting to order. Those present;

Georgeann Godsey, President
Danielle Bradley, Vice President
Roland Winburn, Trustee

Shannon Meadows, Administrator
Merle Cyphers, Service Director
Robert Watson, Development Director
Sgt Eversole, Sheriff's Office
Mike Crist, Fire Chief
Shonda Hill, Admin. Coordinator
Nathan Edwards, Communications & ED
Manager

Hearing of the Public:

Bridget Garcia, Valerie Arms Drive, informed the Board that two vehicles on her street were recently struck by speeding drivers. She inquired about potential measures that could be taken to address speeding in the area.

Rudy Rodgers, 2145 Falmouth, expressed concern about multiple properties on his street that appear to be in violation of maintenance standards. He suggested that code enforcement issue notices for high grass and other related concerns.

Approval of Minutes:

Ms. Bradley made a motion to approve the meeting minutes of June 2, 2025 Workshop and General Session. Mr. Winburn seconded the motion. Motion carried 3-0.

Fiscal Officer Recommendations:

Ms. Bradley made a motion to approve Resolution# 61-2025 Then and Now Certificate and accept the May 2025 financial report. Mr. Winburn seconded. Motion carried 3-0.

Ms. Bradley made a motion to approve the consent agenda. Mr. Winburn seconded the motion. Motion carried 3-0.

Administrator's Presentation:

Items Presented for First Reading:

None

Approval of Expenditures:

Special Purchase Orders SP202050138 & SP20250139 and increases to blankets BL20251026 BL20251053 Increase Special SP20250065 Increase SB20251003, SB20251015.

Voucher 22-2025 (Payroll) \$187,117.37.
Voucher 23-2025 (AP) \$841,361.09.

Items for Motion:

Ms. Bradley made a motion to cancel July 10, 2025, Administrative Workshop. Mr. Winburn seconded the motion. Motion carried 3-0.

Items for Vote: Immediate Action

None

Items presented for Second Reading:

None

There being no further business, Ms. Bradley made a motion to adjourn. Mr. Winburn seconded the motion. Motion carried 3-0.

Respectfully submitted by:

Shonda Hill, Admin. Coordinator

**HARRISON TOWNSHIP
BOARD OF TRUSTEES**

Georgeann Godsey President

Danielle Bradley, Vice President

Roland Winburn, Trustee

Attested as to Signatures:

Craig A. Jones, Fiscal Officer

A GENDA

DATE: July 1, 2025
TO: Township Trustees
FROM: Shannon Meadows
RE: **Fiscal Officer Recommendations**

Mr. Jones, Fiscal Officer, is requesting the Board approve the following;

- Resolution# 62-2025 - 2025 Total Estimated Resources
- Resolution# 63-2025 - 2025 Appropriation Amendments

SLM/sh

Attachments

RESOLUTION NO. 62-2025

RESOLUTION APPROVING THE 2025 TOTAL ESTIMATED RESOURCES

WHEREAS, the Fiscal Officer of Harrison Township requests to approve the 2025 Certificate of Estimated Resources as indicated below, and

NOW, THEREFORE, BE IT RESOLVED, by the Trustees of Harrison Township to approve the 2024 Certificate of Estimated Resources as indicated below.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Fiscal Officer shall certify the 2025 Certificate of Estimated Resources to the Montgomery County Budget Commission.

Harrison Township, Montgomery County, Ohio			
2025 Total Estimated Resources			
			Amended Total
			7/7/2025
001	General Fund		\$6,800,941.96
002	Motor Vehicle License Tax		\$241,842.45
003	Gasoline Tax		\$545,502.60
004	Road & Bridge		\$3,240,135.47
005	FY24 Brownfield Assessment		\$500,000.00
007	Lighting Assessment		\$204,126.73
009	Police District		\$7,228,967.32
010	Fire District		\$6,418,632.80
014	Leave Reserve		\$0.00
015	Grants		\$596,883.26
018	Tax Increment Financing (TIF)		\$1,253,809.55
023	Permissive Motor Vehicle License Tax		\$981,548.77
024	Fire Bonds		\$189,182.65
025	Federal Emergency Management Agency		\$0.00
026	COVID Relief		\$0.00
027	American Rescue Plan (ARP)		\$0.00
			\$0.00
	Total Special Revenue		\$21,400,631.60
021	Capital Projects		\$0.00
022	Police Headquarters Renovation		\$950,000.00
030	Ohio Public Works Commission		\$0.00
	Total Capital Projects		\$950,000.00
008	Garbage and Waste Disposal District		\$2,611,070.13
017	Unclaimed Funds		\$359.35
			\$359.35
			\$31,763,003.04

**HARRISON TOWNSHIP
BOARD OF TRUSTEES**

Georgeann Godsey, President

Danielle Bradley, Vice President

Roland Winburn, Trustee

I hereby certify that **Resolution No. 62-2025** was adopted by the Harrison Township Board of Trustees at their meeting on **July 7, 2025**.

Craig A. Jones, Fiscal Officer

RESOLUTION NO. 63-2025

RESOLUTION APPROVING THE 2025 APPROPRIATIONS

WHEREAS, the Fiscal Officer of Harrison Township requests to approve the 2025 Appropriations as indicated below, and

NOW, THEREFORE, BE IT RESOLVED, by the Trustees of Harrison Township to approve the 2025 Appropriations as indicated below.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Fiscal Officer shall certify the 2025 Appropriations to the Montgomery County Budget Commission.

Harrison Township, Montgomery County, Ohio		
2025 Appropriations		
		Amended Total
		7/7/2025
001	General Fund	\$3,026,896.90
002	Motor Vehicle License Tax	\$168,000.00
003	Gasoline Tax	\$235,000.00
004	Road and Bridge	\$2,232,845.00
005	FY24 Brownfield Assessment	\$500,000.00
007	Lighting Assessment	\$178,000.00
009	Police District	\$6,832,636.00
010	Fire District	\$5,597,859.86
014	Leave Reserve	\$0.00
015	Grants	\$596,883.26
018	Tax Increment Financing (TIF)	\$2,000.00
023	Permissive Motor Vehicle License	\$504,905.14
024	Fire Bonds	\$189,182.65
025	Federal Emergency Management	\$0.00
026	COVID Relief	\$0.00
027	American Rescue Plan (ARP)	\$0.00
		\$0.00
	Total Special Revenue	\$17,037,311.91
021	Capital Projects	\$0.00
022	Police Headquarters Renovation	\$950,000.00
030	Ohio Public Works Commission	\$0.00
	Total Capital Projects	\$950,000.00
008	Garbage and Waste Disposal District	\$1,585,906.00
017	Unclaimed Funds	\$0.00
		\$0.00
		\$22,600,114.81

**HARRISON TOWNSHIP
BOARD OF TRUSTEES**

Georgeann Godsey, President

Danielle Bradley, Vice President

Roland Winburn, Trustee

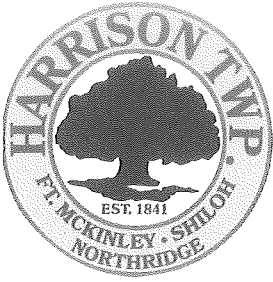
I hereby certify that **Resolution No. 63-2025** was adopted by the Harrison Township Board of Trustees at their meeting on **July 7, 2025**.

Craig A. Jones, Fiscal Officer

**2025
SPECIAL PURCHASE ORDERS
July 7, 2025**

P. O. #	Vendor	Description	Appropriation #	Amount
SP20250145	Mont. Co, Sheriffs	<u>August 2025 Policing Contract</u>		
		Township	009 091 50649	\$ 471,000.00
		Creekside	009 091 50950	\$ 21,640.00
				\$ 492,640.00
SP20250146	Nicole J Perry	Fire Bond - 2226 Ontario Ave	024 224 50100	\$ 29,200.00
SP20250147	Corey H Mitchell	Fire Bond - 5765 Philadelphia Dr	024 224 50100	\$ 40,795.17
<u>INCREASE</u>				
SP20250058	Municipal Emergency Services	Fire - Gear	010 101 50713 From \$30,000 To \$55,000	\$ 25,000.00
SP20250092	Schmiesing Services	Fire - Maint. & Repairs on Apparatus	010 101 51000 From \$45,000 To \$65,000	\$ 20,000.00
<u>INCREASE</u>				
BL20251059	Blanket	Fire - Phone Reimbursement	010 101 50501 From \$1600 To \$3200	\$ 1,600.00
BL20251060	Blanket	Fire - Supplies	010 101 50700 From \$11,000 To \$12,525.22	\$ 1,525.22
BL20251065	Blanket	Fire - Repairs	010 101 51000 From \$30,000 To \$55,000	\$ 25,000.00
<u>ESTABLISH</u>				
Blanket	BL20251072	Development - Demolitions	001 019 50629	\$ 150,000.00

Request for Purchase Order



Department: Sheriff

Division:

Date: 6/23/25 Request prepared by: Sarah Kuntz

Vendor Name: Montgomery County Sheriff / M00195

Vendor Address: 345 W. Second St.

Dayton Ohio 45422

Vendor Contact:

Phone Number:

Email:

Additional Information if Needed

Description of
Goods/Services

August 2025 Creekside Policing Contract - \$21,640.00
 August 2025 Policing Contract - \$471,000.00

Purpose of
Purchase

Policing Services

Account Information

Department Code	Account	Line Amount
009-091	50950	21640.00
009-091	50649	471000.00
Purchase Order Total		492640

Example: Department 001-011
 Account 52603. If a purchase order will
 be paid from multiple accounts provide
 the amount to be charged to each line in
 the Line Amount.

Approval

PO Number Created Sp20250145

Date

Approved for Entry

Date

PO Entry Complete

Date



Sheriff
345 West Second Street
Dayton, OH 45422

INVOICE #: FTI000026822

Comments: HARRISON 2025 08
\$471,000

BILL TO: HARRISON TOWNSHIP
Police Dept
Accounts Payable
5945 N Dixie Dr
Dayton, OH 45414

Customer number: C000000217
Invoice date: 01/01/2025
Service from: 08/01/2025
Service to: 08/31/2025
Terms: Net 30 Days

Line #	Billing class	Billing code	Description	Main account	Invoice amount
1	General	42540	AUGUST 2025 HARRISON TOWNSHIP POLICING CONTRACT - REVENUE COST CENTER 3604010	22540	\$ 471,000.00
					<u>\$ 471,000.00</u>

Please send remittance to department and address at the very top of the invoice **unless indicated otherwise** and include your Invoice No. on remittance advice



Sheriff
345 West Second Street
Dayton, OH 45422

INVOICE #: FTI000026791

Comments: CREEKSIDE 2025
08 \$21,640

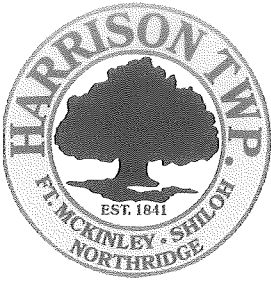
BILL TO: CREEKSIDE TOWNHOMES
C/O Harrison Township
Captain Jeremy Roy
5945 N Dixie Dr
Dayton, OH 45414

Customer number: C000000159
Invoice date: 01/01/2025
Service from: 08/01/2025
Service to: 08/31/2025
Terms: Net 30 Days

Line #	Billing class	Billing code	Description	Main account	Invoice amount
1	General	42540	AUGUST 2025 CREEKSIDE POLICING CONTRACT - REVENUE COST CENTER 3604025	22540	\$ 21,640.00
					<u>\$ 21,640.00</u>

Please send remittance to department and address at the very top of the invoice **unless indicated otherwise** and include your Invoice No. on remittance advice

Request for Purchase Order



Department: DEVELOPMENT

Division: CODE COMPLIANCE / FIRE BOND REFUND

Date: 6/17/25

Request prepared by: KELLYE HICKMAN

Vendor Name: NICOLE J PERRY

Vendor Address: 2226 ONTARIO AVE DAYTON, OH 45414

Vendor Contact: ALLSTATE INSURANCE CO.

Phone Number: 800-255-7828 CLAIM # 0794007468

Email:

Additional Information if Needed

SPECIAL P.O. REQUEST

Description of
Goods/Services

FIRE BOND REFUND FOR 2226 ONTARIO AVE DAYTON, OH 45414

Purpose of
Purchase

Account Information

Department Code	Account	Line Amount
024	224 50100	\$ 29,200
Purchase Order Total		292000

Example: Department 001-011
Account 52603. If a purchase order will
be paid from multiple accounts provide
the amount to be charged to each line in
the Line Amount.

Approval

PO Number Created SP20250146

Date

Approved for Entry

Date

PO Entry Complete

Date

Allstate Insurance Company - Claims Payment Processing
P.O. Box 660636, Dallas, TX 75266, United States

0000073568 0003254 001 001 00



HARRISON TOWNSHIP
5945 N DIXIE DR
DAYTON OH 45414-4038



RECEIVED
JUN 17 2025
BY: _____

06/09/2025

HARRISON TOWNSHIP,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF \$29,200.00 FOR YOUR DEBRIS WITHHOLDING FOR TOTAL LOSS HOUSE FIRE PAYOUT

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0794007468

DATE OF LOSS: 05/23/2025

INSURED: NICOLE J PERRY

2226
Ontario - Fire Bond

In payment for Dwelling of \$29200 For Fire Loss for Date of Loss 5/23/2025 .

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
1-800-255-7828

0000020250609003254ZCT01001001003637

CCHK0000020250609003254ZCT01CCP

D-2055SW

INSURED: NICOLE J PERRY
CLAIMANT: NICOLE J PERRY
IN PAYMENT OF: DEBRIS WITHHOLDING FOR TOTAL LOSS HOUSE FIRE PAYOUT

CLAIM NUMBER	
0794007468	
TAX ID	EMPLOYEE ID
	STCP
Bank of America NA Atlanta, Dekalb Cty, Georgia	Bank of America Customer Connection

183105642

64-1278

611

PAY: TWENTY-NINE THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS

\$ 29,200.00

Allstate®

TO THE HARRISON TOWNSHIP
ORDER 5945 N DIXIE DR
OF DAYTON OH 45414-4038

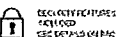
INVOICE NUMBER	MCO	DATE ISSUED
	5340	06/09/2025

COMPANY: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

Julie Parsons

John C. Quintozzi

AUTHORIZED SIGNATURES



VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

183105642 061112788 329 911 95620

Request for Purchase Order



Department: DEVELOPMENT

Division: CODE COMPLIANCE / FIRE BOND

Date: 6/18/25

Request prepared by: KELLYE HICKMAN

Vendor Name: COREY H MITCHELL

Vendor Address: 5765 PHILADELPHIA DR DAYTON OH 45415

Vendor Contact: CRAIG TEDORSKI / STATE FARM

Phone Number: (844) 458-4300 EXT: 3099940724

Email: N/A

Additional Information if Needed

SPECIAL P.O. REQUEST

Description of
Goods/Services

FIRE BOND REFUND FOR 5765 PHILADELPHIA DR DAYTON OH 45415

Purpose of
Purchase

Account Information

Department Code	Account	Line Amount
024	224	40795.17
Purchase Order Total		40795.17

Example: Department 001-011
Account 52603. If a purchase order will
be paid from multiple accounts provide
the amount to be charged to each line in
the Line Amount.

Approval

PO Number Created

SP20250147

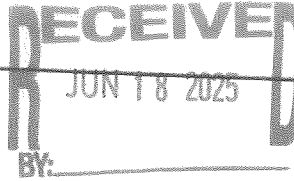
Date

Approved for Entry

Date

PO Entry Complete

Date



June 10, 2025

Harrison Township Board Of Trustees
5945 N Dixie Dr
Dayton OH 45414-4095

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 35-83V9-18V
 Date of Loss: April 3, 2025
 Our Insured: Corey H Mitchell
 Loss Location: 5765 PHILADELPHIA DR, DAYTON, OH, 45415

To Whom It May Concern:

The above named insured has submitted a claim for damages resulting from a fire loss to a structure located within your municipal corporation or township. In compliance with the Ohio Demolition Lien Law, Section 3929.86, I am enclosing a draft in the amount of \$40,795.17 made payable to Harrison Township Board of Trustees. This payment amount is determined as follows:

State Farm Fire and Casualty Company has agreed to an estimate to repair this structure in the amount of \$305,963.76. As prescribed by Section 3929.86 the enclosed draft represents \$2,000.00 for each \$15,000.00 of loss, and each fraction of that amount.

If you have any questions, please contact us.

Sincerely,

Craig Tedorski
Claim Specialist
(844) 458-4300 Ext. 3099940724
Fax: (844) 236-3646

State Farm Fire and Casualty Company

PAYMENT NO 1 16 347734 J
PAYMENT AMOUNT \$40,795.17
ISSUE DATE 06-10-2025
AUTHORIZED BY TEDORSKI, CRAIG
PHONE (844) 458-4300

CLAIM NO 35-83V9-18V
LOSS DATE 04-03-2025
POLICY NO 70-GEW098-0
INSURED MITCHELL, COREY

HARRISON TOWNSHIP BOARD OF TRUSTEES
5945 N DIXIE DR
Dayton OH 45414-4095

REMARKS Payment for demolition lien law for Corey Mitchell at 5765 P
hlladelphia Dr

COVERAGE DESCRIPTION
FIRE OR LIGHTNING - BUILDING

ON BEHALF OF
MITCHELL, COREY

AMOUNT
40,795.17

RETAIN STUB FOR RECORDS



STATE FARM FIRE AND CASUALTY COMPANY

FIRE

US BANK, NA 75-1592/912
ST. PAUL, MN

PROXIMITY OFFICE PCQ2716.P27F

1 16 347734 J

CLAIM NO 35-83V9-18V
LOSS DATE 04-03-2025

INSURED MITCHELL, COREY

DATE 06-10-2025
MM DD YYYY

EXACTLY FORTY THOUSAND SEVEN HUNDRED NINETY-FIVE AND 17/100 DOLLARS

\$****40,795.17

Pay to the
Order of: HARRISON TOWNSHIP BOARD OF TRUSTEES

Jon C. Farney

AUTHORIZED SIGNATURE

Mark Schumacher

AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

11617347734 1091215927152100017044

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

VOID IF GREEN COLORED BACKGROUND IS MISSING



Request for Purchase Order

Department: Fire Department

Division: Administrative

Date: 6/27/2025 **Request prepared by:** Melissa Miller

Vendor Name: Municipal Emergency Services

Vendor Address: PO Box 856892
Minneapolis, MN 55485-6892

Vendor Contact: INCREASE SPECIAL

Phone Number: _____

Email: _____

Additional Informaton if Needed

**Description of
Goods/Services**

To increase Special SP20250058 by \$25,000
From \$30,000 to \$55,000

**Purpose of
Purchase**

To cover anticipated costs for the purchase of fire gear from vendor.

Account Information

Department Code	Account	Line Amount
010-101	50713 / Fire Gear	\$25,000
Purchase Order Total		\$25,000

Example: **Department** 001-011
Account 52603. If a purchase order will
be paid from multiple accounts provide
the amount to be charged to each line in
the Line Amount.

Approval

PO Number Created _____

Date _____

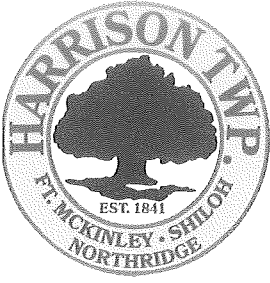
Approved for Entry _____

Date _____

PO Entry Complete _____

Date _____

Request for Purchase Order



Department: Fire Department

Division: Administrative

Date: 6/27/2025

Request prepared by: Melissa Miller

Vendor Name: Schmiesing Services

Vendor Address: 18895 Montra Rd

Jackson Center, OH

Vendor Contact: INCREASE SPECIAL

Phone Number:

Email:

Additional Information if Needed

Description of
Goods/Services

To increase Special SP20250092 by \$20,000
From \$45,000 to \$65,000

Purpose of
Purchase

To cover costs through the rest of the year.

Account Information

Department Code	Account	Line Amount
010-101	51000 / Repairs	\$20,000
Purchase Order Total		\$20,000

Example: Department 001-011
Account 52603. If a purchase order will
be paid from multiple accounts provide
the amount to be charged to each line in
the Line Amount.

Approval

PO Number Created

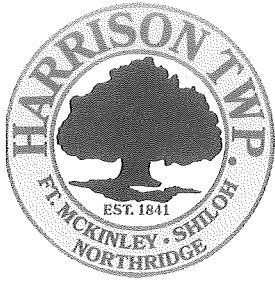
Date

Approved for Entry

Date

PO Entry Complete

Date



Request for Purchase Order

Department: Fire

Division: Administrative

Date: 6/27/2025 Request prepared by: Melissa Miller

Vendor Name: INCREASE

Vendor Address: _____

Vendor Contact: PHONE REIMBURSEMENT BLANKET

Phone Number: _____

Email: _____

Additional Informaton if Needed

Description of
Goods/Services

INCREASE BL20251059 by \$1,600
from \$1,600 to \$3,200

Purpose of
Purchase

Cover costs for the second half of the year.

Account Information

Department Code	Account	Line Amount
010	101-50501 / Phone Reimbursement	\$1,600
Purchase Order Total		\$1,600

Example: Department 001-011
Account 52603. If a purchase order will
be paid from multiple accounts provide
the amount to be charged to each line in
the Line Amount.

Approval

PO Number Created _____

Approved for Entry _____

PO Entry Complete _____

Date _____

Date _____

Date _____

Request for Purchase Order



Department: Fire

Division: Administrative

Date: 6/27/2025 Request prepared by: Melissa Miller

Vendor Name: INCREASE

Vendor Address:

Vendor Contact: FIRE SUPPLIES BLANKET

Phone Number:

Email:

Additional Information if Needed

Description of
Goods/Services

INCREASE BL20251060 by \$1,525.22
from \$11,000 to \$12,525.22

Purpose of
Purchase

Cover costs for the second half of the year.

Account Information

Department Code	Account	Line Amount
010-101	50700	\$1,525.22
Purchase Order Total		\$1,525.22

Example: Department 001-011
Account 52603. If a purchase order will
be paid from multiple accounts provide
the amount to be charged to each line in
the Line Amount.

Approval

PO Number Created

Date

Approved for Entry

Date

PO Entry Complete

Date

Request for Purchase Order

Department: FireDivision: AdministrativeDate: 6/27/2025 Request prepared by: Melissa MillerVendor Name: INCREASE

Vendor Address: _____

Vendor Contact: REPAIRS BLANKET

Phone Number: _____

Email: _____

Additional Information if Needed

Description of
Goods/Services

INCREASE BL20251065 by \$25,000
from \$30,000 to \$55,000

Purpose of
Purchase

Cover costs for the second half of the year.

Account Information

Department Code	Account	Line Amount
010-101	51000 / Repairs	\$25,000
Purchase Order Total		\$25,000

Example: Department 001-011
Account 52603. If a purchase order will
be paid from multiple accounts provide
the amount to be charged to each line in
the Line Amount.

Approval

PO Number Created _____

Date _____

Approved for Entry _____

Date _____

PO Entry Complete _____

Date _____



Request for Purchase Order

Department: Admin
Division: Development
Date: 6/16/25 Request prepared by: Wanda Roy

Vendor Name: BLANKET-Demolitions
Vendor Address: _____

Vendor Contact: _____
Phone Number: _____
Email: _____

Additional Information if Needed

*create new
Blanket #*

Description of
Goods/Services

requesting a blanket for 2nd half of 2025

Purpose of
Purchase

Cover expenses for Demolitions completed in 2nd half 2025

Account Information

Department Code	Account	Line Amount
001	019-50626	150000.00
Purchase Order Total		150000

Example: Department 001-011
Account 52603. If a purchase order will
be paid from multiple accounts provide
the amount to be charged to each line in
the Line Amount.

Approval

PO Number Created 3120251072
Approved for Entry _____
PO Entry Complete _____

Date 6/30/25
Date _____
Date _____

A_GENDA

DATE: June 11, 2025
TO: Township Trustees
FROM: Shannon Meadows
RE: **Liquor Permit Stock Ownership Change**

Attached is a stock ownership change for Marene Inc. (Marion's Pizza)
at 3443 N Dixie Drive.

Captain has reviewed this request and submitted his recommendations.

SLM/sh

Attachments

MONTGOMERY COUNTY SHERIFF

345 W. Second Street, Dayton, Ohio 45422-2427 • www.mcohiosheriff.org • (937) 225-HELP (4357)

Sheriff Rob Streck



To: Shannon Meadows

From: Captain Brad Daugherty

Date: June 11, 2025

Subject: Liquor Permit – Marene Inc. (Marion's Pizza) 3443 N. Dixie Drive. Dayton, Ohio 45414

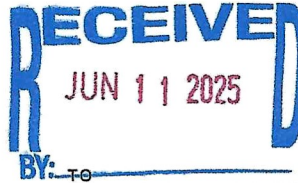
The Montgomery County Sheriff's Office has received a notice for a Liquor Permit Review due to a Stock Ownership Change, from the Ohio Division of Liquor Control, regarding 3443 N. Dixie Dr. The permit number is 55296680016, under Marene, Inc (Marion's Pizza). The permit requested is staying the same with one minor change. Elaine Sendelbach, Trustee for Roger S. Glass Trust, has been added to the Person's responsibly for the permit.

Per the Ohio Liquor Control there is one additional name listed on the liquor permit application, Elaine Sendelbach. Additionally, a local criminal history check revealed nothing in file for the named owner's, of concern; therefore, I have no information that could be used as a basis for an objection, and I recommend the Trustees **Do Not Object** to this liquor permit request.


Captain Brad Daugherty
Harrison Township
District Commander

MEMORANDUM

NOTICE TO LEGISLATIVE
AUTHORITY



OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

55296680016		STCK	MARENE INC
PERMIT NUMBER		TYPE	3443 N DIXIE DR FRONT PORTION
ISSUE DATE		HARRISON TWP	
05 17 2024		DAYTON OHIO 45414	
FILING DATE			
D1 D2		PERMIT CLASSES	
57	916	A	F33499
TAX DISTRICT	RECEIPT NO.		

FROM 06/02/2025

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO.	



MAILED

06/02/2025 mg

RESPONSES MUST BE POSTMARKED NO LATER THAN.

07/03/2025 mg

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A STCK 5529668-0016

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

HARRISON TOWNSHIP TRUSTEES
ATTN TOWNSHIP FISCAL OFFICER
5945 N DIXIE DR
DAYTON OHIO 45414

2025 APR 22 PM 12:47

SECTION A - Issued Permit Holder Information

*Issued Permit Holder's Business Name as listed on the issued permit: MARENE, INC.		*Issued Permit Holder #: 5579668-0016	
*Permit Premises Address: 3443 N. Dixie Dr.		*Is Permit Holder an Agency Store? ☐ YES ☒ NO If YES, what is the assigned agency # _____	
*Township (if premises is outside city limits): Harrison Twp	*City: Dayton	*Zip Code: 45414	*County: Montgomery
*Contact Name: Rob Carmean		*Who will be the Primary Contact for this Application: ☒ Contact Listed ☐ Attorney Listed Below	
Phone: (937) 293-6993		*Business Phone: (937) 293-6993	
*Primary Contact's Email Address: m a r i o n s c o n t r o l l e r @ g m a i l . c o m			
*Attorney Information (if applicable)		Name: Robert T. Dunlevey, Jr.	
Address: 40 N. Main Street, Suite 900	City: Dayton	State: OH	Zip Code: 45423
Phone #: (937) 641-1743			
Attorney Email Address: r d u n l e v e y @ t a f t l a w . c o m			

SECTION B - Corporate Ownership Description

1. * List the **CURRENT** 5% or more owners in the issued permit as currently disclosed to us - Not sure who/what we have on record? Go to com.ohio.gov/liquorinfo (select "who has a disclosed ownership interest in a particular liquor permit" tab and enter the permit number listed on your issued permit).

	Person or Company Name	Current # of Shares Held
1	Roger S. Glass	2002.00
2	Carol G. Pollock	1999.00
3	Kathleen Glass	1999.00
4		
5		

2. * List the **NEW/REVISED** 5% or more owners as they should be listed in the issued permit **AFTER** the change. (Note, depending on your proposed change it's possible that some individuals might be listed above and below.) Any real persons **MUST** be at least 21 years of age. In addition to filling out the below information, please submit an updated **Officer/Shareholder Disclosure Form** (OR com.ohio.gov/requiredforms - select form #4030) that matches the "NEW/REVISED" information below.

	Person or Company Name	Revised # of Shares Held
1	Elaine Sendelbach, Trustee, Roger S. Glass Trust	2000.68
2	Carol G. Pollock	1999.66
3	Kathleen Glass	1999.66
4		
5		

A GENDA

DATE: July 1, 2025
TO: Township Trustees
FROM: Shannon Meadows
RE: App Architecture Agreement

Staff is requesting the Board of Trustees enter into an agreement with App Architecture for architectural services for the D10 project.

A resolution authorizing me to enter into this agreement has been prepared and is attached for your review and approval.

SLM/sh

Attachments

RESOLUTION NO. 64-2025

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR
TO ENTER INTO AN AGREEMENT WITH APP ARCHITECTURE FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

WHEREAS, the Township issued a Request for Proposal (RFP) for professional services for the D10 Sheriff's Office Substation renovation project attached hereto as exhibit A, and

WHEREAS, staff received (1) one RFPs, with App Architecture being the only response, and

WHEREAS, App Architecture has provided the standard form of agreement between owner and architect and Article 11 Section 11.1 provides for compensation in an amount not to exceed \$172,273.00, said agreement is attached hereto and made a part of the total agreement

WHEREAS, the Board of Trustees desire to enter into the agreement with App Architecture, in an amount not to exceed \$172,273.00, for architectural and engineering services, and

NOW, THEREFORE, BE IT RESOLVED by the Trustees of Harrison Township to authorize the Township Administrator to enter into and do all things necessary to carry out and implement said agreement.

**HARRISON TOWNSHIP
BOARD OF TRUSTEES**

Georgeann Godsey, President

Danielle Bradley, Vice President

Roland Winburn, Trustee

I hereby certify that **Resolution No. 64-2025** was adopted by the Harrison Township Board of Trustees at their meeting on **July 7, 2025**.

Craig A. Jones, Fiscal Officer



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-fifth day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Harrison Township Board of Trustees
5945 N. Dixie Drive
Dayton, OH 45414
937-890-5611

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

App Architecture, Inc.
615 Woodside Drive
Englewood, OH 45322
937.836.8898

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

Harrison Township District 10 Sheriff Substation Renovations
6001 N. Dixie Drive
Dayton, OH 45414

Provide professional architectural and engineering design services for renovation of the approximately 6,400 SF District 10 Sheriff Substation located at 6001 North Dixie Drive in Dayton, Ohio. The scope of work will be a two phased approach: Phase 1 - Initial Facility Evaluations and Concept Design Studies; Phase 2 - Detailed Design, Construction Drawings for Bidding, and Construction Administration Services.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit A - Architect's Proposal Letter, dated May 30, 2025, revised June 11, 2025

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

N/A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See Architect's Proposal Letter (Exhibit A) for proposed dates.

.2 Construction commencement date:

See Architect's Proposal Letter (Exhibit A) for proposed dates.

.3 Substantial Completion date or dates:

See Architect's Proposal Letter (Exhibit A) for proposed dates.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Robert Watson, Development Director
Chad M. Adkins, AICP, Zoning Administrator
Mark Coleman, Services
5945 N. Dixie Drive
Dayton, OH 45414

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Special Inspections:

To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Todd Gindelberger, AIA
615 Woodside Drive
Englewood, OH 45322
937.836.8898
todd.gindelberger@app-arch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

L2 Engineering, LLC
Jon Reis, PE
7949 Washington Woods Drive
Dayton, OH 45459
937-361-6731

.2 Mechanical Engineer:

L2 Engineering, LLC
Jeff Wetzel, PE
7949 Washington Woods Drive
Dayton, OH 45459
937-361-6731

.3 Electrical Engineer:

L2 Engineering, LLC
Richard L. Simpkins, II
7949 Washington Woods Drive
Dayton, OH 45459
937-361-6731

.4 Civil Engineer:

Choice One Engineering
440 E. Hocwisher Road
Sidney, OH 45365

.5 Environmental Consulting Services:

Helix Environmental Inc
Ralph A. Froehlich, MS, CIH, CSP, QEP
1 Elizabeth Place, Suite 160
Dayton, OH 45417
937-226-0650

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

Scope as detailed in the Request for Statement of Qualifications.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents

(\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars and Zero Cents (\$ 3,000,000.00) per claim and Three Million Dollars and Zero Cents (\$ 3,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative

approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding

requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the

Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold

approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect - Review of Owner's Documents
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect (concept only)
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (concept only)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect - Site Observation during Construction Administration
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect - Architectural & Engineering Record Drawings (CAD & PDF format) based on Contractor's red-lined Drawings
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided

§ 4.1.1.21	Telecommunications/data design	Architect (wire path only)
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect - as indicated in Exhibit A
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibit A - Architect's Proposal Letter, dated May 30, 2025, revised June 11, 2025.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and

- contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eighteen (18) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable

delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of

the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article

9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place

where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the

Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

10.10 Betterment. If a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to construct such item or component to the extent that such costs would have been incurred had Architect included such item or component in the Architect's original Construction Documents (i.e., betterment), but Architect shall be responsible for paying any additional costs arising from the omission.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum**
(Insert amount)

\$172,273.00 (includes \$1,000 reimbursable expenses allowance and \$2,500 Civil Engineering assistance)

- .2 Percentage Basis**
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Paragraph 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Pre-Design	One percent (1.00 %)
Site Investigation	One percent (1.00 %)
Schematic Design Phase	Forty-Nine percent (49.00 %)
Design Development Phase	Fifteen percent (15.00 %)
Construction Documents Phase	Seventeen percent (17.00 %)
Procurement Phase	Two percent (2.00 %)
Construction Phase	Fourteen percent (14.00 %)
Close Out	One percent (1.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principals, Professional, Technical	Standard Hourly Rates
Outside Consultants	As invoiced to this firm x 1.10
Reimbursable Expenses	As invoiced to this firm x 1.05

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9
- .10
- .11
- .12

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:47:07 EDT on 06/30/2025 under Subscription No.20240043836 which expires on 07/20/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(685c4e840058c136d132647f)

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

- ☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Architect's Proposal Letter, dated May 30, 2025, revised June 11, 2025

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*

BY: Shannon Meadows, Township Administrator

(Printed name and title)

ARCHITECT *(Signature)*

BY: Todd Gindelberger, AIA, Principal

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:47:07 EDT on 06/30/2025.

Changes to original AIA text

PAGE 4

.4 Civil Engineer:

Choice One Engineering
440 E. Hoewisher Road
Sidney, OH 45365

.5 Environmental Consulting Services:

Helix Environmental Inc
Ralph A. Froehlich, MS, CIH, CSP, QEP
1 Elizabeth Place, Suite 160
Dayton, OH 45417
937-226-0650

PAGE 11

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Architect - Review of Owner's Documents</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u> <u>(concept only)</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u> <u>(concept only)</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Architect</u>

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Architect - Site Observation during Construction Administration</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Architect - Architectural & Engineering Record Drawings (CAD & PDF format) based on Contractor's red-lined Drawings</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect (wire path only)</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect - as indicated in Exhibit A</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

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10.10 Betterment. If a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to construct such item or component to the extent that such costs would have been incurred had Architect included such item or component in the Architect's original Construction Documents (i.e., betterment), but Architect shall be responsible for paying any additional costs arising from the omission.

PAGE 20

<u>Pre-Design</u>	<u>One percent (1.00 %)</u>
<u>Site Investigation</u>	<u>One percent (1.00 %)</u>
<u>Schematic Design Phase</u>	<u>Forty-Nine percent (49.00 %)</u>
<u>Design Development Phase</u>	<u>Fifteen percent (15.00 %)</u>
<u>Construction Documents Phase</u>	<u>Seventeen percent (17.00 %)</u>
<u>Procurement Phase</u>	<u>Two percent (2.00 %)</u>
<u>Construction Phase</u>	<u>Fourteen percent (14.00 %)</u>
<u>Close Out</u>	<u>One percent (1.00 %)</u>
<u>Total Basic Compensation</u>	<u>one hundred percent (100.00 %)</u>

Employee or Category
Principals, Professional, Technical
Outside Consultants
Reimbursable Expenses

Rate (\$0.00)
Standard Hourly Rates
As invoiced to this firm x 1.10
As invoiced to this firm x 1.05

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- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web-sites, and extranets;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~.12 Other similar Project related expenditures.~~

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-fifth day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

Harrison Township Board of Trustees

5945 N. Dixie Drive
Dayton, OH 45414

937-890-5611

App Architecture, Inc.

615 Woodside Drive
Englewood, OH 45322

937.836.8898

Harrison Township District 10 Sheriff Substation Renovations

6001 N. Dixie Drive
Dayton, OH 45414

Provide professional architectural and engineering design services for renovation of the approximately 6,400 SF District 10 Sheriff Substation located at 6001 North Dixie Drive in Dayton, Ohio. The scope of work will be a two phased approach: Phase 1 - Initial Facility Evaluations and Concept Design Studies; Phase 2 - Detailed Design, Construction Drawings for Bidding, and Construction Administration Services.

PAGE 2

Refer to Exhibit A - Architect's Proposal Letter, dated May 30, 2025, revised June 11, 2025

N/A

To be determined.

See Architect's Proposal Letter (Exhibit A) for proposed dates.

PAGE 3

See Architect's Proposal Letter (Exhibit A) for proposed dates.

See Architect's Proposal Letter (Exhibit A) for proposed dates.

N/A

Competitive Bid

N/A

Robert Watson, Development Director
Chad M. Adkins, AICP, Zoning Administrator
Mark Coleman, Services

5945 N. Dixie Drive
Dayton, OH 45414

N/A

To be determined.

N/A

Special Inspections:

To be determined.

PAGE 4

Todd Gindelberger, AIA

615 Woodside Drive
Englewood, OH 45322

937.836.8898

todd.gindelberger@app-arch.com

L2 Engineering, LLC

Jon Reis, PE

7949 Washington Woods Drive

Dayton, OH 45459

937-361-6731

L2 Engineering, LLC

Jeff Wetzel, PE

7949 Washington Woods Drive
Dayton, OH 45459

937-361-6731

L2 Engineering, LLC

Richard L. Simpkins, II

7949 Washington Woods Drive
Dayton, OH 45459

937-361-6731

PAGE 5

N/A

Scope as detailed in the Request for Statement of Qualifications.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

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

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

PAGE 6

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars and Zero Cents (\$ 3,000,000.00) per claim and Three Million Dollars and Zero Cents (\$ 3,000,000.00) in the aggregate.

PAGE 12

Refer to Exhibit A - Architect's Proposal Letter, dated May 30, 2025, revised June 11, 2025.

N/A

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the

Contractor

- .2 Eighteen (18) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

PAGE 18

N/A

N/A

PAGE 19

\$172,273.00 (includes \$1,000 reimbursable expenses allowance and \$2,500 Civil Engineering assistance)

PAGE 20

N/A

Refer to Paragraph 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Pre-Design	One percent (1.00 %)
Site Investigation	One percent (1.00 %)
Schematic Design Phase	<u>Forty-Nine</u> percent (<u>49.00</u> %)
Design Development Phase	<u>Fifteen</u> percent (<u>15.00</u> %)
Construction Documents Phase	<u>Seventeen</u> percent (<u>17.00</u> %)
Procurement Phase	<u>Two</u> percent (<u>2.00</u> %)
Construction Phase	<u>Fourteen</u> percent (<u>14.00</u> %)
Close Out	One percent (1.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5.00 %) of the expenses incurred.

N/A

§ 11.10.1.1 An initial payment of **Zero Dollars and Zero Cents (\$ 0.00)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

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N/A

[☒] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Architect's Proposal Letter, dated May 30, 2025, revised June 11, 2025

EXHIBIT A



May 30, 2025
June 11, 2025 (Revised)

Ms. Shonda Hill
Administrative Coordinator
Harrison Township
5945 North Dixie Drive
Dayton, OH 45414

615 Woodside Drive, Englewood, Ohio 45322
T 937.836.8898 F 937.832.3696

www.app-arch.com

Subject: District 10 Sheriff Substation Facility -
Professional Architectural & Engineering Services Proposal – (Revised)

Dear Ms. Hill:

It was a pleasure meeting Chad Adkins and Robert Watson on May 21, 2025, to learn about the future facility needs of the Township and Sheriff Department. As discussed during the field visit, we propose taking a phased approach to our design services and will break the scope down into two parts. Part 1: An initial Facility Evaluations and Concept Design Studies followed by Part 2: Detailed Design, Construction Drawings for Bidding and Construction Administrative Services.

Part 1: Investigation and Concept Design Study

- Conduct an initial design collaboration meeting with key members of the design team, Harrison Township and Montgomery Co. Sheriff representatives to affirm the goals and objectives for the project.
- Confirm the Building Space Needs Program against the overall footprint of the building.
- Review local Building Codes to determine parameters and procedures which will apply to the facility. This will include review and recommendations related to seismic reinforcements and storm shelters for Essential Facilities under the 2024 Ohio Building Code.
- Evaluate the overall building conditions, including Mechanical, Electrical, and Plumbing Systems. Recommend updates and opportunities to improve energy efficiency and address Energy Code requirements for the building shell and systems. (LEED certification and assessments are not part of these services but can be provided as an additional service if desired during later stages of the project.)
- Random sample the facility for the presence of potential environmental hazards such as mold, lead or asbestos containing materials. This work will be performed by our consultant, Helix Environmental.
- Perform a 3D Matterport scan of the interior and exterior of existing facility and prepare a scalable overall floor plan and 3D model of the building. This scan will replace most of the traditional field measuring efforts for the same cost. This process also helps maintain the schedule and reduce the number of repeated trips to capture items missed during previous visits.
- Create up to two scaled concept plans to study the building relationship of spaces and their adjacencies to determine the most efficient workflows and security to also determine the most efficient space organization possible.
- With direction from the Township, evaluate up to two potential site layout options for the review of traffic flow, parking, and interaction with other Harrison Township Administrative campus facilities. Perform a zoning review to determine requirements that would have to

be met. Overlay the concept plan on a Google Earth/GIS image to illustrate how the facility would function in terms of the safe access and flow for public and emergency vehicles. Accommodating the parking needs for the various types of vehicles to be stored on site will also be illustrated.

- Meet with Township and Sheriff Department representatives in person to review the code research, Building Space Needs Program, concept plans, environmental reports, and overall building condition assessments and make any necessary adjustments or recommendations based on feedback received.
- Finalize Concept Plan(s).
- Present the final preliminary plan concepts, and a Rough Order of Magnitude costs at a Township Trustee Meeting.

Upon Concept Plan Approval by the Trustees:

- Prepare Room Data Sheets and a more detailed schematic plan and site layout to confirm that the requirements for each room or space can be accommodated in the schematic floor plan.
- Prepare an exterior concept design of the building (renderings can also be prepared as an additional service for promotional purposes and funding opportunities).
- Prepare a schematic design level Opinion of Probable Cost based on a cost per SF calculation methodology. This exercise will include a proposal for professional services to eventually continue the project through: Design Development, Construction Documents, Bidding Assistance, Construction Administration. We will also assist the Township to obtain fees for surveying, soil borings, and other ancillary services which may be needed for the project.
- Present the final schematic design, exterior concept, and opinion of probable cost, to Harrison Township and the Trustees for approval.

Part 2: Design Development, Construction Drawings for Bidding and Construction Administrative Services:

- Design Development services include one meeting/working session with Township and Sheriff Department representatives to review details such as casework, equipment, generic finishes, door and security hardware.
- Construction Drawing and Specification Preparation adequate for Bidding and Permits including a review meeting of the documents with Township and Sheriff Department representatives near the end of completion. An updated estimate of probable cost will be performed during this phase.
- Assisting the Township with soliciting construction bids for the project, including attendance at a Pre-Bid Meeting, answering questions during bidding, preparing Addenda if needed, and assist with the review of the bids for completeness and continuity with the construction documents.
- Assist the Township with Building Permit submissions (we assume Zoning Permits, if required, will be handled internally by the township).

- Bi-weekly attendance by App Architecture at meetings during construction (a combination of in-person and Teams calls) we anticipate up to 18 meetings including the pre-construction meeting and punch lists. Services will also include responses to RFI's, review of shop drawings by all team members, and pay requests review by the Architect.

The proposed fee to perform the scope of items identified above will be a fixed fee of: **\$172,273**. Professional services will be invoiced monthly on a percentage-complete basis.

A reimbursable expenses allowance of \$1,000 for items such as printing is included in the total fee above.

An allowance of \$2,500 is included for Civil Engineering assistance with conceptual site design.

Two MEP Engineering and two Structural Engineering site visits during construction are included. Additional visits, if required, would be \$750 each.

Additional services (approved in advance) and reimbursable expenses (such as printing and plan review fees) will be invoiced as follows:

Principals, Professional and Technical	Standard hourly rates
Outside Consultants	As invoiced to this firm x 1.1
Reimbursables (such as printing and permit fees)	As invoiced to this firm x 1.05

Services not included which can be provided as additional services:

- Topographical surveying
- Landscape Design
- Engineered Civil Engineering and Site Drawings
- Detention Design
- Utility upgrades, replacements, and relocations outside the building
- Zoning or Building Code Hearings or Variances
- Furnishing Selections or coordination
- Renderings and promotional materials

Services not included which may be necessary – to be contracted directly with Owner or Contractor:

- Boundary Surveys and Legal Descriptions
- Lot Splits and or Consolidation Documentation
- Creation of new Easement
- Soil Borings (at a minimum we believe these will be required for the storm shelter)
- Special Inspections
- Environmental Testing and Abatement (an initial assessment and report of visually identified and suspected hazards are included in the fees above)
- Permit Submission Fees

Standard Hourly Rates:

- Architectural - App Architecture
 - Principal/Architect/Project Manager \$190
 - Police Station Design Consultant \$150
 - Production and Design Support \$120
 - Interior Design (if needed) \$128
 - Estimating \$150

- Mechanical Electrical and Plumbing Engineering - L2 Engineering
 - Principal/Design Engineer \$225
 - Production and Design Support \$90
- Structural Engineering - L2 Engineering
 - Principal/Design Engineer \$225
 - Production and Design Support \$90
- Environmental Consultant - Helix Environmental
 - Certified Industrial Hygienist \$195
 - Industrial Hygienist/Industrial Hygiene Technician \$105
 - Analytical Invoice + 15%
 - Miscellaneous Invoice + 15%

A proposed project schedule for services (we will work with Harrison Township to develop mutually agreed upon milestone dates and look for opportunities to improve upon this schedule throughout the process):

Part 1:

- Professional Team Selection and Contract Approval July 7, 2025
- Field Investigations, Environment Assessments End of July 2025
- Concept Designs and Essential Facility Recommendations August 14, 2025
- Rough Order of Magnitude Cost Discussions August 14, 2025
- Presentation to Harrison Twp Trustees for concept approval August 21, 2025
- Schematic Design Completion September 11, 2025
- Opinion of Probable Cost Completion September 11, 2025
- Presentation to Harrison Twp Trustees for schematic approval September 18 meeting

Part 2:

- Design Development Completion November 14, 2025
- Construction Document Completion December 19, 2025
- Bidding Completion, Review and Approvals January 29, 2026
- Receive Permits February 5, 2026
- Contract Executions and Contractor Mobilization February 19, 2026
- Construction Completion (8 to 9 months) October 30, 2026

We maintain professional liability insurance and hereby add the following: "To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for Client damages to the Design Professional's total fee for services. This limitation shall apply regardless of the cause of action or legal theory asserted."

If acceptable, the terms of this proposal will be included in an AIA B101™–2017, *Standard Form of Agreement Between Owner and Architect* which will become our Agreement for these services.

We appreciate the opportunity to serve Harrison Township and please contact me should you have any questions or need additional information.

Sincerely,



Todd Gindelberger, AIA
Principal

A GENDA

DATE: July 1, 2025
TO: Township Trustees
FROM: Shannon Meadows
RE: **Accept & Award Bid**

The attached memo from Mr. Cyphers requests the Township Trustees take the following action regarding bids for the 2025 Asphalt Resurfacing Project.

- Accept all bids received.
- Award the bid to Butler Asphalt, A Division of John R. Jurgenson as the lowest and best bid.

A resolution complying with this request has been prepared and is attached for the Board's review and approval.

SLM/sh

Attachments

R E S O L U T I O N N O . 65-2025

**RESOLUTION TO ACCEPT AND AWARD THE BID FOR THE
2025 ASPHALT RESURFACING PROJECT TO BUTLER ASPHALT**

WHEREAS, two (2) bids qualified and were opened on June 27, 2025, for the 2025 asphalt resurfacing project, and

WHEREAS, Butler Asphalt, a Division of John R. Jurgenson was the lowest and best bidder, and

WHEREAS, Staff recommends awarding the bid to Butler Asphalt as the lowest and best bidder.

NOW, THEREFORE, BE IT RESOLVED by the Trustees of Harrison Township accept both bids and award the bid to Butler Asphalt, a Division of John R. Jurgenson.

BE IT FURTHER RESOLVED by the Board of Trustees to authorize and direct the Township Administrator to sign any and all documents necessary to enter into this agreement, and authorize an amount up to and not to exceed \$500,000 for the 2025 paving program.

**HARRISON TOWNSHIP
BOARD OF TRUSTEES**

Georgeann Godsey, President

Danielle Bradley, Vice President

Roland Winburn, Trustee

I hereby certify that **Resolution No. 65-2025** was adopted by the Harrison Township Board of Trustees at their meeting on **July 7, 2025**.

Craig A. Jones, Fiscal Officer



June 28, 2025

Harrison Township
Attn: Merle Cyphers
2409 Rector Avenue
Dayton Oh 45414

Re: 2025 Asphalt Resurfacing Bid Results

Dear Mr. Cyphers:

On Friday June 27, 2025, the Township received two (2) Bid Proposals for the referenced project. The project is located in Harrison Township, Montgomery County, Ohio and consists of milling and resurfacing roadways located in the Esmeralda and Greenhill's Plats. Due to funding streams and capital budgeting the total project is separated into 2 plats (which will be invoiced independently) and a potential Bid Alternate. The base bid Engineer's estimate is **\$469,216**. The potential Alternative bid Engineer's estimate is **\$68,340**.

The base bid consists of streets in Green Hills (Folsom Greenhill, Knollview, Hornwood, Heikes, Julia Banning Ct, Imogene, BroadAcres) and Esmeralda (Falmouth, Esmeralda, and St James Ave). The alternative bid includes additional streets in the Esmeralda Plat (Deering Ave Chamberlin Ave). The contract completion date is November 21, 2025. The proposals received were:

Contractor	Green Hills Plat	Esmeralda Plat	Total Base	Alternate Bid
Barrett Paving	\$330,405.60	\$136,996.40	\$467,402.00	\$80,102.00
Butler Asphalt	\$290,649.58	\$119,496.20	\$410,145.87	\$67,399.54

A comparison of all the proposals indicates that the firm of **Butler Asphalt** has provided the most responsive, responsible, and comprehensive proposal at the best price. Butler Asphalt has provided references showing completion of other similar projects of size and scope in the Township as well as in the Greater Dayton area. Furthermore, they have indicated they have the resources to meet the project schedule they provided. They have proposed an alternative completion date of September 30, 2025.

It is recommended that Harrison Township enter into an agreement with **Butler Asphalt** to complete the base bid for the 2025 Asphalt Resurfacing Bid project and if financially feasible accept the Alternative Bid as well.

Should you have any questions about the materials presented, or need additional information, please do not hesitate to contact me at (513) 509-9336.

Sincerely,

Director

Michael S. Murray, P.E.
513-509-9336
mike.murray@arcadis.com



Greenhill Plat Improvements - Harrison Township

Harrison Township Ohio
By: MSM Date:06-27-25

ROADWAY

				ENGINEER ESTIMATE		BARRETT PAVING		BUTLER ASPHALT	
Item No.	Description	Est. Qty.	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
254	Pavement Planing, As Per Plan	28,462	SQ YD	\$2.00	\$56,924.00	\$2.30	\$65,462.60	\$1.75	\$49,808.50
407	Non Tracking Tack Coat @ 0.075 Gal/S.Y.	2,135	GAL	\$2.00	\$4,270.00	\$3.00	\$6,405.00	\$4.39	\$9,372.65
441	Asphalt Concrete Surface Course Type I (448), PG64-22 (1.5")	1,186	C.Y.	\$205.00	\$243,130.00	\$198.00	\$234,828.00	\$189.09	\$224,260.74
611	Manhole Adjusted To Grade (Labor Only)	5	EA	\$400.00	\$2,000.00	\$975.00	\$4,875.00	\$561.27	\$2,806.35
614	Maintaining Traffic	1	LUMP	\$2,500.00	\$2,500.00	\$15,335.00	\$15,335.00	\$2,750.00	\$2,750.00
638	Valve Box Adjusted To Grade (Labor Only)	5	EA	\$350.00	\$1,750.00	\$500.00	\$2,500.00	\$168.38	\$841.90
SPEC	Audio/Video Recording	1	LUMP	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$809.44	\$809.44
	BASE BID				\$312,074.00		\$330,405.60		\$290,649.58



Esmeralda Plat Improvements - Harrison Township

Harrison Township Ohio
By: MSM Date:06-27-25

ROADWAY

				ENGINEER ESTIMATE		BARRETT PAVING		BUTLER ASPHALT	
Item No.	Description	Est. Qty.	Units	Unit Price	Engineer Total	Unit Price	Engineer Total	Unit Price	Engineer Total
254	Pavement Planing, As Per Plan	11,261	SQ YD	\$2.00	\$22,522.00	\$2.40	\$27,026.40	\$1.75	\$19,706.75
407	Non Tracking Tack Coat @ 0.075 Gal/S.Y.	845	GAL	\$2.00	\$1,690.00	\$3.00	\$2,535.00	\$4.39	\$3,709.55
441	Asphalt Concrete Surface Course Type I (448), PG64-22 (1.5")	470	C.Y.	\$205.00	\$96,350.00	\$198.00	\$93,060.00	\$189.09	\$88,872.30
611	Manhole Adjusted To Grade (Labor Only)	5	EA	\$400.00	\$2,000.00	\$975.00	\$4,875.00	\$561.27	\$2,806.35
614	Maintaining Traffic	1	LUMP	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$2,750.00	\$2,750.00
638	Valve Box Adjusted To Grade (Labor Only)	5	EA	\$350.00	\$1,750.00	\$500.00	\$2,500.00	\$168.38	\$841.90
SPEC	Audio/Video Recording	1	LUMP	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$809.44	\$809.44
	BASE BID				\$128,312.00		\$136,996.40		\$119,496.29

Harrison Township Ohio
By: MSM Date:06-27-25

ROADWAY

				ENGINEER ESTIMATE		BARRETT PAVING		BUTLER ASPHALT	
Item No.	Description	Est. Qty.	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
254	Pavement Planing, As Per Plan	6,030	SQ YD	\$2.00	\$12,060.00	\$2.40	\$14,472.00	\$1.75	\$10,552.50
407	Non Tracking Tack Coat @ 0.075 Gal/S.Y.	453	GAL	\$2.00	\$906.00	\$3.00	\$1,359.00	\$4.39	\$1,988.67
441	Asphalt Concrete Surface Course Type I (448), PG64-22 (1.5")	252	C.Y.	\$205.00	\$51,660.00	\$198.00	\$49,896.00	\$189.09	\$47,650.68
611	Manhole Adjusted To Grade (Labor Only)	5	EA	\$400.00	\$2,000.00	\$975.00	\$4,875.00	\$561.27	\$2,806.35
614	Maintaining Traffic	1	LUMP	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$2,750.00	\$2,750.00
638	Valve Box Adjusted To Grade (Labor Only)	5	EA	\$350.00	\$1,750.00	\$500.00	\$2,500.00	\$168.38	\$841.90
SPEC	Audio/Video Recording	1	LUMP	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$809.44	\$809.44
	BASE BID				\$72,376.00		\$80,102.00		\$67,399.54